BOARD OF COMMISSIONERS MEETING
of the
PORT OF PALM BEACH DISTRICT

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

Regular Board of Commissioners Meeting
4:00 p.m.
Thursday, September 20, 2018

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

- THIS MEETING IS OPEN TO THE PUBLIC -

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

I. REGULAR BOARD OF COMMISSIONERS MEETING

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

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

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ATTORNEY/CLIENT EXECUTIVE SESSION

LM Heavy Civil Construction, LLC v. Port of Palm Beach District
Case No. 502017CA005376XXXXMB, pending in Circuit Court in and for

Palm Beach County, Florida

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

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

The Chair shall announce:

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

3) The names of the persons attending:
Commissioner Blair J. Ciklin
Commissioner Jean L. Enright
Commissioner Peyton W. McArthur
Commissioner Wayne M. Richards
Commissioner Katherine M. Waldron
Executive Director Manuel Almira
Port Attorney Gregory C. Picken, Esq.
Port Attorney Donald Bicknell, Jr., Esq.
Court Reporter Susan Kruger

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

D. ADDITIONS, DELETIONS, AND REORGANIZATIONS OF THE AGENDA

E. APPROVAL OF THE AGENDA

F. APPROVAL OF THE MINUTES

Documents:

1 COVER SHEET.PDF
2 8-16-18 BUDGET WORKSHOP.PDF
3 8-16-18 REGULAR MEETING MINUTES.PDF

G. PRESENTATIONS AND ANNOUNCEMENTS

Environmentalist Jim Barry – Presentation of Area D, Peanut Island

H. CONSENT AGENDA

H.1. Financial Statements For July 2018

Documents:

H-1 FINANCIAL STATEMENTS.PDF

H.2. Financial Reports For July 2018

Documents:

H-2 FINANCIAL REPORTS.PDF

H.3. Cash And Investments For July 2018

Documents:

H-3 CASH AND INVESTMENTS.PDF

H.4. Accountant's Report For July 2018

Documents:

H-4 ACCOUNTANTS REPORT.PDF

H.5. Contract Renewals

Documents:

H-5 CONTRACT RENEWAL.PDF

H.6. Contract Report

Documents:

H-6 CONTRACT REPORT.PDF

H.7. Business Development

Documents:

H-7 BUSINESS DEVELOPMENT.PDF

H.8. Public Relations & Marketing

Documents:

H-8 PUBLIC RELATIONS AND MARKETING.PDF

H.9. Community Grants

Documents:

H-9 COMMUNITY GRANT.PDF

H.10. Approval Of Social Media Archiving Software

Documents:

H-10 SOCIAL MEDIA.PDF

H.11. Wells Fargo Banking Agreement

Documents:

H-11 WELLS FARGO AGREEMENT.PDF

H.12. SSI Lubricants, LLC Amended And Restated Lease - MOC

Documents:

H-12 SSI LEASE.PDF

H.13. Palm Beach Parking Amendment To Agreement

Documents:

H-13 PALM BEACH PARKING.PDF

I. DISTRICT REPORTS

I.1. Executive Director's Report

Documents:

I-1 ED REPORT.PDF

I.2. Engineering Report

Documents:

I-2 ENGINEERING REPORT.PDF

I.3. Governmental Affairs Report

Documents:

I-3 GOVT AFFAIRS REP.PDF

I.4. Commissioner Report

Documents:

I-4 COMMISSIONERS REPORT.PDF

J. OLD BUSINESS

J.1. Peanut Island Update

Documents:

J-1 PEANUT ISLAND UPDATE.PDF

J.2. Request To Re-Advertise For Bids – 11th Street Fence Project

Documents:

J-2 11TH STREET FENCE.PDF

J.3. Status Of MOB Project – City Issued Building Permit

Documents:

J-3 STATUS OF MOB PROJECT.PDF

K. NEW BUSINESS

K.1. Approval Of FY 2019 Budget

Documents:

K-1 FY2019 BUDGET.PDF

K.2. Approval Of Mediation Week Proclamation

Documents:

K-2 PROCLAMATION.PDF

K.3. Approval Of Purchase - Greyson Technologies

Documents:

K-3 GREYSON TECHNOLOGIES.PDF

L. COMMENTS FROM THE PUBLIC

M. COMMENTS FROM THE BOARD OF COMMISSIONERS

N. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting – Thursday, October 18, 2018 – 4:00 p.m.

O. ADJOURNMENT

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

APPROVAL OF MINUTES
ITEM F

PREPARED BY: Venice Howard District Clerk September 20, 2018

SUBJECT: **Approval of the Minutes**

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

August 16, 2018 Budget Workshop
August 16, 2018 Regular Board of Commissioners Meeting

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to approve the minutes of the August 16, 2018 Budget Workshop and the August 16, 2018 regular Board of Commissioners Meeting.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

BOARD OF COMMISSIONERS

PORT OF PALM BEACH DISTRICT

Budget Workshop

- - -

Thursday, August 16, 2018

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

3:02 p.m. - 3:50 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
Paul Zielinski, Deputy Director/CFO
José R. Soler, Port Engineer
Carl Baker, Director of Planning
Ken Hern, Sr. Director, Seaport Operations and Security
Jarra Kaczwara, Sr. Director, Business Development
Venice Howard, District Clerk
Aidy Alonzo, Communications Manager

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BE IT REMEMBERED that the following Budget Workshop was had at Port of Palm Beach, One East 11th Street, Riviera Beach, Florida, on Thursday, August 16, 2018, beginning at 3:02 p.m., with attendees as hereinabove noted, to wit:

- - -

VICE CHAIR McARTHUR: Madam Clerk, will you call the roll.

MS. HOWARD: Chair Jean Enright.

(No response.)

MS. HOWARD: Vice Chair Peyton McArthur.

VICE CHAIR McARTHUR: Here.

MS. HOWARD: Secretary/Treasurer Katherine Waldron.

MS. WALDRON: Here.

MS. HOWARD: Commissioner Wayne Richards.

COMMISSIONER RICHARDS: Here.

MS. HOWARD: Commissioner Blair Ciklin.

COMMISSIONER CIKLIN: Here.

MS. HOWARD: Executive Director Manuel Almira.

EXECUTIVE DIRECTOR ALMIRA: I'm here.

MS. HOWARD: Port Counsel Gregory Picken.

(No response.)

MS. HOWARD: We have a quorum.

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VICE CHAIR McARTHUR: Thank you.

Would you stand for the Pledge of Allegiance.

(Pledge of Allegiance recited.)

VICE CHAIR McARTHUR: Mr. Almira, did you want Paul to go, or did you want to --

EXECUTIVE DIRECTOR ALMIRA: I'd like to present it, and I'll be asking the staff for questions and answers, of course.

Commissioners, good afternoon. We are entering our next year's budget, and this is our workshop. And as in years past, workshop, it's not exactly that. It's exchanging ideas and getting direction from the Board.

A little side note, for some reason this particular cycle has taken us into, let's just say some challenges. We've had changes up to the last minute, but we're confident that by September we will be bringing back a budget that we can go ahead and adopt for the following year. With that, if you can monitor your monitors, please, let us begin.

You have seen a couple of numbers, but these are the most updated numbers that we have gone through possibly as far back as an hour ago. We have seen a change in the budget adjustment on the net income. As provided was 2.171 million.

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We made some adjustments. We reduced the water cost. And if anybody has a question, please ask, because we have the -- we hope to have the answer. We've also reduced the parking cost, and we actually have increased the general insurance. So therefore, the new revised net income goes up by -- up to 2,359,000.

(Whereupon, Chair Enright took her seat on the dais.)

EXECUTIVE DIRECTOR ALMIRA: If we can go on to the next slide, this is a number that you have already seen. This is a number that we compared the 2018 revised revenue re-forecast as compared to what we are going for next year. But just looking at the numbers, it's 18.4, and we're projecting to go or forecasting to go up to 19.04, so an increase of about $600,000, which represents about a 3.2 percent increase.

On the revenue side, we are forecasting to go up to -- and this is expending more money than last year, so we are going from 9.4 up to 10.675, so almost -- it just glares at you, that 11.3 percent increase of $1.2 million. We do have the responses, and we would like to go over that with you.

Next one.

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Commissioners, this is the FY 2019 forecast by tenant. You can clearly see the difference between 2018 as compared to 2019. We can go all the way down. Question immediately that pops up, at least in my mind, is where it says all others.

And that number of 339,000 has a significance and is so significant that I'd like to zero in on it. And for that, I'd like to turn it over to Paul so he can explain what that number is and how that number came about. We probably have forgotten, but, Paul, if you can.

MR. ZIELINSKI: In the first three months of 2018, fiscal 2018, the Celebration was not here. We charged them 105,000 per month to cover some of our expenses, which was $315,000. That was booked into other revenue in '18. Obviously, in '19 it's not going to be there, so in essence, if that $315,000 was taken out of the equation, we would have about a $900,000 increase in revenue.

EXECUTIVE DIRECTOR ALMIRA: So that's 315 minus 340. The other was essentially incidentals.

COMMISSIONER RICHARDS: Do you want us to ask as we go, or do you want to hit it and then we come back to it?

EXECUTIVE DIRECTOR ALMIRA: I'd like to hit

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it and then we can come back to it, I mean if that's okay with the Board.

COMMISSIONER RICHARDS: Okay.

EXECUTIVE DIRECTOR ALMIRA: All right.

COMMISSIONER RICHARDS: That's good.

EXECUTIVE DIRECTOR ALMIRA: Next.

Commissioners, salary. In 2018 our number, our total was 3.59. We are projecting a five percent increase in salary to 3.7. And it's not only the five percent that gets the largest number here, but also keep in mind that FICA, FRS also play into this, and therefore, the total increase between 2018 versus 2019 is $191,000. That's at five percent.

CHAIR ENRIGHT: Mr. Almira, just one second. Go back and tell them what it would be at three percent.

EXECUTIVE DIRECTOR ALMIRA: Oh, yes.

CHAIR ENRIGHT: Because they need to know so they can make the decision --

EXECUTIVE DIRECTOR ALMIRA: Yes.

CHAIR ENRIGHT: -- which way they want to go.

EXECUTIVE DIRECTOR ALMIRA: Sure. At three percent, if we were to go from 2018 to 2019 at three percent, instead of seeing that number at 3.785, it would be 3.7, a difference of about --

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COMMISSIONER RICHARDS: Eighty-five.

EXECUTIVE DIRECTOR ALMIRA: -- about 85,000. So it's almost very small, albeit.

All right, and as we have done in the past, there are currently 14 employees that are under that $2,000 minimum raise amount. If we were to adopt what we have done in the past, which is add an amount so that it equals $2,000 into their salary, that will cost us four thousand five hundred and thirteen thousand -- 4,513, I'm sorry.

Carl.

Insurance. We currently paid 949,000. With the outstanding job of Klif, we are now going up to only six percent in a health premium increase, so that number, 949, goes up to 1,097 -- or 1 million, 1.1 million.

The employee status change equals 88,000. Let me bring in Paul back so that he can explain what that 88,000 stands for.

MR. ZIELINSKI: During the course of the year there are employees that, as vacancies, employees will change from employee only to employee and spouse, from employee and spouse to employee and spouse and children. So there's a constant mix change. Obviously, the more people insured in the household,

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the more costly the insurance is.

So based upon what we expended in '18 versus what's going to be expended in '19 and the changes, there's about $88,000 worth of incremental expense that will happen. That 88,000 would have happened regardless of what insurance company we picked. It's just the fact that there are more people insuring families, and there's vacancies in '18 that didn't occur, and '19 includes a full complement for the full year.

COMMISSIONER CIKLIN: I've got a question. I mean if we wait till you're done and then start to ask some questions --

COMMISSIONER RICHARDS: Yes.

COMMISSIONER CIKLIN: -- I'm getting -- I'll get all screwed up.

COMMISSIONER RICHARDS: Same here.

EXECUTIVE DIRECTOR ALMIRA: Okay, fine.

COMMISSIONER CIKLIN: So let's not do that.

So you've built in a five percent increase plus the health, which is going up to over a million dollars? Is that what you've done?

EXECUTIVE DIRECTOR ALMIRA: Yes. If you recall, Commissioners, we had budgeted over 12 percent for the health insurance. It came in at six.

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Therefore, having that reduction and having the phenomenal year that we've been having for the last three years, this is a number that I came up with, with the assistance of our Chair, and we put a placeholder at five percent.

COMMISSIONER CIKLIN: Well, my only problem is that I see like '17 and '18, but I'm looking at '19 projections, and I don't see anything that's jumping out at me saying, you know, we're going to make all this money next year. So now we're giving five percent, we're giving over a million dollars in health, so I mean I'm just saying that's --

EXECUTIVE DIRECTOR ALMIRA: If I may?

CHAIR ENRIGHT: Mr. Almira, exactly --

Thank you, Mr. Ciklin.

What's the difference in moneys when we talk about health insurance? Is it $30,000 or 40 or what? What is the exact difference if we look at last year if we use --

EXECUTIVE DIRECTOR ALMIRA: For insurance?

CHAIR ENRIGHT: -- insurance? I mean --

EXECUTIVE DIRECTOR ALMIRA: It's just what you see up there.

CHAIR ENRIGHT: So the difference would be what, 60?

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VICE CHAIR McARTHUR: 150,000.

CHAIR ENRIGHT: 148,000 is the difference in last year's insurance and this year?

EXECUTIVE DIRECTOR ALMIRA: Correct.

CHAIR ENRIGHT: Okay, and that's because of everything just normally going up.

EXECUTIVE DIRECTOR ALMIRA: Correct.

CHAIR ENRIGHT: So with that, there's nothing we can do. We're kind of like locked in --

EXECUTIVE DIRECTOR ALMIRA: Right.

CHAIR ENRIGHT: -- because my understanding is if we went to another insurance carrier, they might be a little lower, but then next year it's just: Gotcha. So is there any place -- we talked about this, where -- and I know Mr. Paul can probably come or we can probably kind of make the difference up somewhere in --

EXECUTIVE DIRECTOR ALMIRA: Yes.

CHAIR ENRIGHT: Okay. So I'm sorry. Katherine and --

COMMISSIONER WALDRON: Yes, I talked to Klif yesterday, and I did have a question about whether or not we've considered an opt-out option as a way of saving money.

EXECUTIVE DIRECTOR ALMIRA: Well, that would

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be at the direction of the Board, if that's what they want. We were basically doing exactly what we did last year --

MS. WALDRON: Right.

EXECUTIVE DIRECTOR ALMIRA: -- and that's why we're having this workshop, to get ideas and direction as to which way would you like us to go.

CHAIR ENRIGHT: Well, I just want to say on that respect, they were looking at Cigna. My understanding --

Mr. Klif, you want to talk to us about this? And my understanding is that if we stay with United Healthcare, it might be a little bit more, but it's not really that significant more, maybe less than one percent, whatever --

MS. WALDRON: But --

CHAIR ENRIGHT: But then if we went back next year, they're going to catch us, so --

COMMISSIONER WALDRON: But I was talking about the opt-out option. So if a family member, like let's say I have three kids and one of my children is 23 and has a job, he has his own insurance, then they can opt out. So the idea is that the employee gets $1,000, but the Port saves -- I don't know, Klif, you said 18,000? Or it was just a swag, I guess. But the

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Port saves money because we take one person off the insurance. That's what the opt-out option would be if we considered it. I mean --

EXECUTIVE DIRECTOR ALMIRA: In years past I think we have talked about this, but nothing ever concrete has ever come out, so --

CHAIR ENRIGHT: Mr. Klif, what would happen if we do it?

MR. GEHRING: Good afternoon. Klif Gehring, Gehring Insurance.

You could try an opt-out provision for the Port of Palm Beach if you wanted to, basically meaning, especially when it comes to dependent coverage, where you pay basically a stipend to the employee if they choose to opt out. It is -- we actually have a legal opinion from an employee benefits attorney who, you know, has it in writing where -- and we know it's done by a couple of other entities.

But there's caveats to it. One, if an employee opts out, they have to have other coverage that is minimal essential coverage that can't be an individual policy. So the Port would have to collect proof on that.

Number two, it would have to be put under your Section 125 Cafeteria Plan, just basically meaning

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just a line that adds to your plan document that says you're adding this as an option to the employee.

And the last thing -- I'm sorry I didn't get into this at all prior, but I wanted to cover all the bases. There is an overall participation requirement with United Healthcare, overall, not even including valid waivers, where at least 50 percent of your group has to be enrolled, 50 percent of the overall employees, which probably shouldn't be a problem even if you did the opt-out, because you wouldn't have that many opting out because of how strong your employer contribution is.

So it's something that can be done. The IRS, according to this, says you can do it. It's just you just have to meet a few -- you have to be careful how you do it in meeting the criteria.

COMMISSIONER WALDRON: So what would you anticipate the savings per opt-out person being, approximately, if you have a guess?

MR. GEHRING: It does depend. It's -- the question that comes into it is -- well, to answer your question, it depends on the tier. If it's family coverage, if the dependents opt out for family coverage versus employee/child, versus employee/spouse, it's varying amounts.

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And depending on the stipend you decide to give to the employee, it's going to vary based on that amount. But because of where your employer contribution is at, if some employees did opt out, there would be some savings there.

COMMISSIONER WALDRON: Like a dollar, more than a dollar? I mean what's --

MR. GEHRING: Oh, I'm sorry.

COMMISSIONER RICHARDS: Can't tell.

EXECUTIVE DIRECTOR ALMIRA: You can't tell.

MR. GEHRING: Yes, on the -- for instance, on the family coverage, it would be the amount of the employer/Port's contribution times 12. If the -- there's one other thing I didn't mention to you. It could be -- to answer your question, it could be thousands of dollars.

MS. WALDRON: Okay.

MR. GEHRING: Could be thousands of dollars that they could save per year on an employee. I don't want to put an exact number on it because it depends.

And the last item that I didn't mention is there's one other thing, which is qualifying events to coverage. So just to give you an example, an employee could decide to opt out. Say you give a $1,000 stipend. I'm just throwing a number out there. If the

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employee goes off to the other employer's coverage, two months later that employee has, let's just say a divorce, which is one of the qualifying events, the employee is allowed to come back onto the plan, no questions asked. It's federal law.

So even once you give the employee that money, they can come back on, and then they would qualify again for the employer contribution. So it's little things that could happen. But overall, you could have savings if everything goes well.

CHAIR ENRIGHT: I need to recognize Mr. Ciklin and then Mr. Richards.

COMMISSIONER CIKLIN: Yes, I had spoken to Klif about this numerous times. And I think that he and Bea should get together, and I think that's something that we should definitely offer the employees.

If we have an employee that says that their husband works for, you know, the Sheriff's Department or Palm Beach County, they might have insurance comparable to ours. And if we can offer them, you know, 1,500 bucks or something like that, they might well say sure, I'm covered with the Sheriff's Department or I'm covered with Palm Beach County. So I think it's certainly something to look at. Maybe we'd

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have two or three, maybe we'd have zero, but --

MS. WALDRON: I agree.

COMMISSIONER CIKLIN: -- I don't think there's any reason why we --

MS. WALDRON: It's a good way to save some money.

COMMISSIONER CIKLIN: Exactly.

CHAIR ENRIGHT: Commissioner Richards.

COMMISSIONER RICHARDS: I'm in full agreement. I haven't heard any downside. It seems like it's something we should have been doing or we should do now. Let's look into it.

EXECUTIVE DIRECTOR ALMIRA: I have a question of Klif.

MR. GEHRING: Yes.

EXECUTIVE DIRECTOR ALMIRA: If, like you said, if a person opts out --

MR. GEHRING: Yes.

EXECUTIVE DIRECTOR ALMIRA: -- three months, four months they come back or they want to come back in, there's no problem with that with United Health?

MR. GEHRING: No. In fact, United has to do it under --

EXECUTIVE DIRECTOR ALMIRA: So now it's a federal --

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MS. WALDRON: But it's each year or so.

MR. GEHRING: It's a qualifying event. So if they experience a qualifying event, they can come back onto the plan.

EXECUTIVE DIRECTOR ALMIRA: The reason I bring that up is when I worked in Broward County, that was in place. You could opt out, which I did. And then six months later my wife's insurance was so poor that we decided to come back, and it just wasn't a very warm welcome kind of a deal. But still --

COMMISSIONER WALDRON: Well, when is a health care company ever a warm welcome?

EXECUTIVE DIRECTOR ALMIRA: Yes, I know.

CHAIR ENRIGHT: Commissioner McArthur.

VICE CHAIR McARTHUR: Klif, we could do this on a -- instead of giving somebody, if it was $1,000 a year, we could do it per pay period too so there would be no loss to the Port if they did have a qualifying event after six months and came back in, because they would have only received that six months worth of the stipend.

But my question is --

MR. GEHRING: Correct.

VICE CHAIR McARTHUR: -- is this something we can really consider for this year? I mean you're

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having your health fair in a few weeks. Is this something we consider this year, or is this something we need to direct you and Bea to look at and bring back a proposal for next year? I mean we don't want to rush into it and not do it right.

MR. GEHRING: That would be a question more for the Port staff. I know one question was asked is how many employees might be interested in that, depending on what the amount is.

And then one of the caveats is the other coverage has to be other minimal essential coverage, so HR would have to collect that proof. And it's not just a health plan, it has to be a non-individual health plan. So it couldn't just be somebody going off getting an individual policy. It would have to actually be through the spouse's employer.

And that employer's plan, we would have to get the documentation on that employer's plan, which is easy enough to do, and then verify that it meets minimum essential coverage. Otherwise, it's -- there's other ramifications to that if you don't --

VICE CHAIR McARTHUR: And before we were to adopt a program, we're really going to have to educate our employees as to what it means and what their options are. This isn't the kind of thing you explain

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do you want it or don't you want it.

CHAIR ENRIGHT: Right.

Mr. Zielinski.

MR. ZIELINSKI: What I'd like to point out is under our current plan, people can change their status anytime during the year. So if I'm married and I have children and my wife gets a job that's better, I might -- I could change right then and there.

So I think, and I'm asking Klif, if we approve this, go into this study, determine that we want to do an opt-out program, we could implement it at any time during the year with the current policy we have by just having people move from married with family to single?

MR. GEHRING: The opt-out provision would make more sense to do it at renewal time as opposed to in the middle of the year. It'd make more sense. But because of the fact that you have to put it under your Section 125 plan, which is your pretax benefit, so after getting the legal opinion, that's how you would want to do it. So renewal time would be the time to do it, either this renewal or next renewal.

And there is a little employee education, to Peyton's point, to let them know it's totally an option, it's not something that they have to do. And

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then the employee would have to go look at their other employer's benefits through their spouse, determine -- probably need some help determining, some would and some wouldn't -- whether it's minimum essential coverage.

And then based on that, and the logistics of that and then changing your plan document, whether you'd want to do that this year or consider it with more preparation next year to do it, but it's not impossible either way.

COMMISSIONER CIKLIN: Right. But we have the health fair. I mean obviously, you know, Bea's going to sit down, there's only 50 employees, so she'll basically explain it to them. And if they have any interest at all in doing that, say, oh, yes, my husband works for the Sheriff's Department, they would have to come back and show us that they're covered. We're not going to say, okay, you're out.

MR. GEHRING: Right.

COMMISSIONER CIKLIN: So they're going to come back with the documents from their spouse or whatever. And then we'll check it out, and then if it all adds up, then we could do it. But we're not just going to take their word for it. No offense, but --

MR. GEHRING: Right.

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COMMISSIONER CIKLIN: -- you know, so I think it would work.

MS. WALDRON: Yes, I think we could do it this year. We only have, as you pointed out, 50 employees, so --

CHAIR ENRIGHT: I guess my question is what Mr. Paul just said a second ago. He was saying we already -- at any time that someone can just come and say, hey, I kicked my husband out, he's not on my policy anymore, or my wife, or whatever it is, whatever the situation is. And then if that be the case, the Port then would automatically -- am I correct -- save money by that person not being on the policy if you separate or divorce or whatever? Am I correct?

MR. GEHRING: If the employee leaves, if the --

CHAIR ENRIGHT: Let's say if I have my husband and myself --

MR. GEHRING: Yes.

CHAIR ENRIGHT: -- and hey, we split up, so now it's just me. So in essence, wouldn't the Port automatically save money just by that?

MR. GEHRING: If the husband came off of the Port's plan?

CHAIR ENRIGHT: Right.

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MR. GEHRING: Yes.

CHAIR ENRIGHT: So my question is we already have something similar to that in place. What would be the difference? Do you understand what I'm saying, and we opting to do this, that if he just leaves, then so the Port is paying less money now because it's just one Jean now instead of two Jeans, instead of me going into the opt-out stuff.

MR. GEHRING: Right.

CHAIR ENRIGHT: What's the difference?

MR. GEHRING: The stipend offer. The employees --

CHAIR ENRIGHT: The stipend to offer me.

MR. GEHRING: Right.

MS. WALDRON: The employees would get the money, 1,000 or whatever.

CHAIR ENRIGHT: The employees would get the money.

MS. WALDRON: Right.

MR. GEHRING: Now, the question comes in hand --

CHAIR ENRIGHT: But what would the Port say?

MR. GEHRING: Right. And the question comes in hand on that point. In the legal opinion, it says to do exactly what Peyton recommended, if you did it.

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Don't give a lump sum; do it over a pay period. If you do that, is that enough of an incentive, if the employee looks at your contribution, looks at the great plan that you have, which you do have, to your credit -- is it enough of an incentive for them to take that per paycheck to go on their plan?

I'm not sure how much participation you'd have in that. But if you even had two or three people do it, there would be some savings there if they stayed with it over the year and didn't come back with a qualifying event, so --

CHAIR ENRIGHT: So I guess my thinking is because there's so many pieces, I think that I would think that maybe we need to take a good look at it.

Mr. --

COMMISSIONER RICHARDS: Real quick. I don't know if we need to beat up every --

CHAIR ENRIGHT: Right, yes.

COMMISSIONER RICHARDS: -- all of this here. If we want to do it, let's ask staff to please make it happen, if possible. We don't have to work everything out here today.

CHAIR ENRIGHT: Okay.

COMMISSIONER RICHARDS: Let's move on.

COMMISSIONER CIKLIN: At the health fair,

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that's perfect. You sit down. You say: Do you have a husband that works for --

COMMISSIONER RICHARDS: Is it our general desire to do this?

COMMISSIONER CIKLIN: Yes.

COMMISSIONER RICHARDS: I think I'm hearing yes, Madam Chair.

CHAIR ENRIGHT: Yes, I have no problem with it. I would just like to take a little bit more time to have the staff to go over it, you know, not just rush into it overnight. I mean I know -- we have to make a decision today, or at the next meeting we will verify everything?

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Right.

VICE CHAIR McARTHUR: And Klif, our health plan, the changes go into effect on October 1st.

MR. GEHRING: October 1st.

VICE CHAIR McARTHUR: So that doesn't -- and when is the health fair?

MR. GEHRING: The health fair is next week on -- I'm sorry, two weeks from today.

VICE CHAIR McARTHUR: So that's the 28th, so --

MR. GEHRING: Yes.

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VICE CHAIR McARTHUR: -- we -- it'd be tight, but it could be done.

COMMISSIONER CIKLIN: Let's give it a shot.

CHAIR ENRIGHT: The 28th? That's not two weeks from today.

VICE CHAIR McARTHUR: It is. Trust me.

CHAIR ENRIGHT: Because today is Thursday.

VICE CHAIR McARTHUR: Yes, you're right.

CHAIR ENRIGHT: That's the 30th; that's the 30th.

MR. GEHRING: Right. I believe it's the 30th.

CHAIR ENRIGHT: Two weeks is the 30th.

COMMISSIONER RICHARDS: What are you talking about?

CHAIR ENRIGHT: That two weeks from today is the 30th.

MR. GEHRING: It's the Thursday right before -- Thursday before Labor Day, August 30th.

EXECUTIVE DIRECTOR ALMIRA: Can I just add one more thing real quick?

CHAIR ENRIGHT: Yes.

EXECUTIVE DIRECTOR ALMIRA: If you put the math to it, a family plan at 1,097,000 is about 20, 21,000, 22,000 per month, okay? That's for a family.

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Now, for a family member here at the Port, that's how much we pay as a Port. The question that's going to be among us is how much of a stipend are you willing to put up and how much are you going to be saving?

MR. GEHRING: I was about to get to that next too. That would have to be decided upon.

EXECUTIVE DIRECTOR ALMIRA: Yes. So we can work on it, and we'll come back to you during the --

COMMISSIONER CIKLIN: Yes.

COMMISSIONER WALDRON: Okay. That'll be great. Thank you.

EXECUTIVE DIRECTOR ALMIRA: All right?

COMMISSIONER CIKLIN: Okay.

CHAIR ENRIGHT: So you'll come back to us at the next meeting.

EXECUTIVE DIRECTOR ALMIRA: I'm sorry?

CHAIR ENRIGHT: You will come back to us before the next meeting?

EXECUTIVE DIRECTOR ALMIRA: Yes, during the -- what is it called, the festival?

CHAIR ENRIGHT: Workshop? Workshop, the 28th? So you'll get back with us. We will ultimately have to make the decision and how much money.

EXECUTIVE DIRECTOR ALMIRA: What we'd like to do is as we start finding all these numbers, I will

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distribute and everybody will have it.

CHAIR ENRIGHT: Thank you, Mr. Klif; thank you very much.

MR. GEHRING: Thank you.

EXECUTIVE DIRECTOR ALMIRA: Proud Seminole.

And Commissioners, of course, we baked in or we put down $150,000 for legal fees, but this amount does not include the possible litigation associated with Berth 17. So here is where, again, we need direction. Obviously, we're going to have to put a lot more, but we want to get an idea of what the pleasure is of the Board.

Now, is there anything else in there? Yes. Here's the -- you had asked, Madam Chair, where can we get the money, and --

CHAIR ENRIGHT: Right.

EXECUTIVE DIRECTOR ALMIRA: -- Commissioner Richards has hit me over the head yesterday over, you know, how can it be this small and yet expense is going up.

COMMISSIONER RICHARDS: Small increase in revenue, but expenses are so high.

EXECUTIVE DIRECTOR ALMIRA: Right, right. The total expense increase of 2,300,000 breaks out as you see it there. Cruise related is 625,000. We'll

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get into that in a second. Employee expense, here again, it's at five percent. Insurance went up 160,000, Business Development went up by 80,000, and the security software, 60,000. And all others equal to 75,000.

Next line, please.

So the cruise related items, revenue-wise this is going to tap your memory. And I'd really like you to pay attention to Mr. Zielinski, because if you recall, we brought this to you about a year and a half ago, maybe two years.

MR. ZIELINSKI: Just about a year and a half.

EXECUTIVE DIRECTOR ALMIRA: And you'll see -- it's a happy ending here, by the way. You'll see in a minute why, while 2019 may be low, hang onto your hats for 2020.

MR. ZIELINSKI: When the second cruise ship came to the Port of Palm Beach, when the cruise line came to the Port of Palm Beach and wanted to bring a second cruise ship in, the question that was raised was is the Port willing to assist us as we try to build the clientele to meet our business plan, which was about a 60 percent capacity.

What was presented to the Board at that time is in a folder that is in front of you, which shows the

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analysis of two ships versus one ship and the assumptions. And I will ask you to turn to the last page in that analysis where it lists the differential in revenue between one ship and two ships. And if you notice, in the first year the difference is very minimal of about $130,000.

In the second year I believe it shows about $640,000. Those are the two years that we committed to the ship, the Board committed to the ship that we would only make enough money to cover our incremental expenses, and that we would work with them and partner with them to help them build the clientele.

If I ask you now to look at year three when those marketing incentives disappear out of the contract, next year the 600,000 increases to 2.5 million, and it goes 2.5 million for the next eight years of the contract, with an overall benefit of that second ship of approximately $22 million.

So what's happening this year is exactly what was planned, what was expected. We are generating about $625,000 of incremental revenue.

If you allow me to move on, I'll show you how we spent it.

Carl.

We've increased security by 425 to cover the

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second day. Maintenance has increased by about $100,000, since most of it now needs to be done at night, we do not have an off day to do it. We've estimated water will go up by about $100,000, and that's included in their revenue. So we've got a net increase of about $625,000, roughly. Now, please excuse me, these are rough numbers, 10,000, 15,000 either way.

But the concept of breaking even on that second ship is being held to in the 2019 budget. You ask where we're going. In 2020, that $600,000 of additional revenue will become 2.5 million as the marketing incentives disappear and the parking incentives disappear from that contract.

COMMISSIONER WALDRON: I have a question.

CHAIR ENRIGHT: Go on.

MS. WALDRON: Your assumption is 65 percent capacity?

MR. ZIELINSKI: They provided a business plan. It's at 65 percent capacity --

COMMISSIONER WALDRON: What has it actually been at recently?

MR. ZIELINSKI: I don't believe it's there yet. I do believe it's building. Anybody got any idea?

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MR. HERN: Building on weekends, but the during the week timeframe is where they still need some work.

EXECUTIVE DIRECTOR ALMIRA: That's something I'd like to bring back to you during our --

MS. WALDRON: Okay.

EXECUTIVE DIRECTOR ALMIRA: Yes, because I sort of wonder myself. And I keep seeing numbers, as Ken suggests or says, very high numbers during the weekend, but during the week it's kind of --

COMMISSIONER WALDRON: Is that part of it because it's the summer, I assume?

EXECUTIVE DIRECTOR ALMIRA: Possibly.

COMMISSIONER WALDRON: But are they seeing they're going to hit 65 percent, or what do they say?

MR. ZIELINSKI: Their proposal came in at 70. We chose to present to you 65 to be conservative.

MS. WALDRON: Okay, thank you.

MR. ZIELINSKI: So that's their objective. So we're on -- I mean I understand the concern about 2019, but it is what we expected. 2020 is when we're going to see it.

COMMISSIONER CIKLIN: Jean.

CHAIR ENRIGHT: Mr. Ciklin.

COMMISSIONER CIKLIN: So the first year we're

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basically losing 5,000 on the second ship. What happens if, you know, they come back and say, gee, it's just not working, you know, we're pulling out of here? Then we're really screwed.

EXECUTIVE DIRECTOR ALMIRA: Well, okay --

CHAIR ENRIGHT: Mr. --

EXECUTIVE DIRECTOR ALMIRA: Sure. Contractually, there are contractual obligations. But immediately you'll see those expenses literally disappearing overnight, the security, the maintenance, the water.

COMMISSIONER CIKLIN: And the revenue too.

EXECUTIVE DIRECTOR ALMIRA: Yes.

MR. ZIELINSKI: Well, there really isn't a lot of revenue from the ship in there, so the wash that's in here will disappear. Now, next year we won't have it. But to Mr. Almira's point, the contract they have is not either one or two ships. It's for two ships. If they choose to pull either one out, we're back at the negotiating table.

COMMISSIONER CIKLIN: All right.

MR. ZIELINSKI: Whatever that means.

CHAIR ENRIGHT: Mr. Richards, you have a question.

COMMISSIONER RICHARDS: He said whatever that

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means. That's it, okay? We're dealing with 2019 now. That's where we are.

EXECUTIVE DIRECTOR ALMIRA: Yes.

COMMISSIONER RICHARDS: That's the bottom line.

EXECUTIVE DIRECTOR ALMIRA: Perhaps it's best if I provide an editorial, if I can, and that is plenty of ports out there would love to see that ship in their ports, particularly on the west coast of Florida. Let's do what we can to keep them here, ready to, you know, generate revenues for us, not only in the Port, but also -- not only in the ship, but also the parking. It's good; it's good to have them both here.

CHAIR ENRIGHT: So back to the question. The $1,200,000, so you're saying that we will eventually recoup that from the cruise line in '19?

MR. ZIELINSKI: What I'm saying, this year we are breaking even on the second ship --

CHAIR ENRIGHT: Okay.

MR. ZIELINSKI: -- which was intended. Next year we will make $2 million from the cruise ship. If their business plan is met, that's what the intentions are.

CHAIR ENRIGHT: And that is where we will make the difference up, the $1,200,000, because you

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added the salaries and the insurances. So we'll wash out, hopefully have a profit from there of $800,000, give or take. Am I correct? Am I --

MR. ZIELINSKI: In this --

COMMISSIONER RICHARDS: Well --

CHAIR ENRIGHT: Well, give or take. I'm just -- you wanted to know where we were going to get the funds for the -- whoever. The 1,200,000. So you were trying to tell us where the money would come from.

EXECUTIVE DIRECTOR ALMIRA: There's the potential on that point.

CHAIR ENRIGHT: Okay, okay. Thank you.

Any other questions, Commissioners, on this? Yes?

COMMISSIONER RICHARDS: Yes. Well, yes.

EXECUTIVE DIRECTOR ALMIRA: You want us to go back in the slides?

COMMISSIONER RICHARDS: Well, no, I'm looking at the proposed budget, so --

EXECUTIVE DIRECTOR ALMIRA: Okay.

COMMISSIONER RICHARDS: Wharfage and dockage going down 2.4, a quarter of a million dollars, why is that?

EXECUTIVE DIRECTOR ALMIRA: Going down?

MR. ZIELINSKI: $240,000.

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COMMISSIONER RICHARDS: Well, wharfage for fiscal year '19 versus the '18 revised shows 63,000 difference, and then dockage, 183,000.

MS. KACZWARA: I can answer that.

EXECUTIVE DIRECTOR ALMIRA: Please.

If you don't mind, may I have Jarra --

MS. KACZWARA: Commissioner, part of the reason is that the FY 19 is against the revised FY 18. Original budget for Florida Sugar and Molasses, both molasses and sugar was higher. And that came directly from them. Mike Zally gave us what he felt they would bring in, and they just haven't hit those numbers this year. So when we did the re-forecast, we took that into consideration, looking back over the prior months in this fiscal year when we did our re-forecast.

COMMISSIONER RICHARDS: So you -- in the re-forecast you lowered --

COMMISSIONER CIKLIN: Is that dockage?

MS. KACZWARA: So we haven't seen as many vessels or as much cargo, and we're anticipating that for '19 as well. So what we re-forecasted, we're planning that some of that will hold flat, but we're also planning a decrease over what was originally planned for '18.

COMMISSIONER RICHARDS: So going forward --

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MS. KACZWARA: And I'm sorry, but one more thing. We have a similar situation with T. Parker Host. We have a decrease of almost $200,000 with them because of the Seven Star vessels, the yacht vessels. They're really low right now. They haven't brought as many in. And we have a meeting coming up with them soon.

COMMISSIONER RICHARDS: So Mike Zally gave you numbers forecasting going forward that are lower than your re-forecast '18, hence the --

MS. KACZWARA: I'm sorry, can you say that again?

COMMISSIONER RICHARDS: Did Mike Zally give you projected numbers for '19 that are lower than the '18 re-forecast?

MS. KACZWARA: That were lower than '18 actual, yes, sir.

COMMISSIONER RICHARDS: And what percentage? Is that half of this? Is it most of it? Is this mostly it?

MS. KACZWARA: In terms of -- well, I can tell you that the decrease from Florida Sugar and Molasses is 268,000.

COMMISSIONER RICHARDS: That's it.

MS. KACZWARA: And the Seven Star vessels is

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178,000.

EXECUTIVE DIRECTOR ALMIRA: Yes, that's up there, isn't it?

COMMISSIONER RICHARDS: That's it right there. Yes, that number, it just jumps out at you. Okay, thank you.

MS. KACZWARA: You're welcome.

COMMISSIONER CIKLIN: Does the Seven Star have a minimum guarantee?

MS. KACZWARA: They do not. And they don't have an agreement with us, in fact.

COMMISSIONER RICHARDS: The tariff?

MS. KACZWARA: Correct.

EXECUTIVE DIRECTOR ALMIRA: And if I may, I want to jump into that. That has been an ongoing difficulty with Seven Star. They are of the opinion that they have a berthing guarantee here. There was a letter sent out by a former employee, an engineer when he was acting, and we still don't know where that letter came from.

But nevertheless, we keep going back to them saying: We can give you a berthing guarantee if we get into a long-term contract and if you guarantee. No, we have a berthing contract. So what we're hoping to do is once '17 is completed and then we can start shifting

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the smaller vessels, then we'll go at it again and see if we can accomplish this, a longer term contract. But it's tough to --

COMMISSIONER CIKLIN: I mean the Board never approved any contract for Seven Star, I don't believe.

EXECUTIVE DIRECTOR ALMIRA: That's what we keep going back to them: No, you do not. We don't have anything in writing from them.

COMMISSIONER CIKLIN: So they've got a letter that says they've got something? That's kind of irrelevant, I mean, so --

MS. KACZWARA: Greg rescinded that letter.

EXECUTIVE DIRECTOR ALMIRA: That's right, Greg rescinded the letter. He notified them that this letter had no -- still has no validity, let's call it that.

COMMISSIONER CIKLIN: Right.

EXECUTIVE DIRECTOR ALMIRA: And they are stubborn. And you, Commissioners Richards, and I have been in the car one day when we had -- not he and I, but we had an argument with Seven Star demanding to come in and kicking out -- I forget who it was at the time --

MR. HERN: Monarch Vessels.

EXECUTIVE DIRECTOR ALMIRA: Monarch, right.

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So literally, I know that Ken was getting it left and right, and that ship, that Summer Star ship had to go down to Port Everglades. And once again, we look at them and say: You don't have an agreement with us. Why are you -- No, we do. We have this letter.

MR. HERN: They're not too happy with me.

COMMISSIONER CIKLIN: Well, that's -- just blame it on us. I mean, you know, the revenue is $53,000 for 2019. I mean that doesn't cut it.

EXECUTIVE DIRECTOR ALMIRA: All right, so from our end, that's our presentation. Obviously, we've had some --

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Commissioner McArthur.

VICE CHAIR McARTHUR: Two things. If you go back to your first slide, what is the $20,000 reduced parking cost?

MR. ZIELINSKI: I was -- there are four positions that we retained from Palm Beach Parking that we pay an hourly rate for to assist us in traffic control. During a negotiation with them, we were able to get -- we used to have two positions on the west side of U.S. 1 every day. We now have two positions on the west side of U.S. 1 four times a week. They're covering it with their person three times a week. That

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negotiation is about a $20,000 savings to the Port.

VICE CHAIR McARTHUR: Thank you. And earlier Mr. Almira mentioned our legal fees that we expect to be much higher next year. I think we need to include those in the budget just to make the point that we will have adequate legal representation to meet any challenge. I might want to ask Mr. Bicknell if he might have a number in mind. I would say we at least need to double it, if not triple it. Hopefully, we won't use it --

EXECUTIVE DIRECTOR ALMIRA: We hope.

VICE CHAIR McARTHUR: -- but we have to be prepared --

EXECUTIVE DIRECTOR ALMIRA: Correct.

VICE CHAIR McARTHUR: -- to have adequate representation for the Port for the challenges that are coming.

COMMISSIONER RICHARDS: I agree with that.

CHAIR ENRIGHT: Any other questions?

MS. WALDRON: I do too.

EXECUTIVE DIRECTOR ALMIRA: Is that something we can do in the next meeting?

CHAIR ENRIGHT: Also, I think that --

EXECUTIVE DIRECTOR ALMIRA: In other words, the special session.

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CHAIR ENRIGHT: Okay. Also, I think that we need to look forward and think about Peanut Island. Although we make repairs to Peanut Island, there's nothing in our budget. I mean I think we should have some number or something there, because now we're doing, what, termite treatment or whatever. It might be 1,000 or 2,000 or whatever, but it's still --

EXECUTIVE DIRECTOR ALMIRA: It's more.

CHAIR ENRIGHT: -- money that has to come from someplace. So while we're thinking about this budget, that's an unforeseen something, and now we'll pay, what, $2,000? Where are we getting the $2,000 from?

MS. WALDRON: Was that already included in the budget?

CHAIR ENRIGHT: No, it's not.

MS. WALDRON: That was not included in the budget already?

CHAIR ENRIGHT: No, no.

EXECUTIVE DIRECTOR ALMIRA: No.

CHAIR ENRIGHT: And we're going to pay, what, $2,000 for extermination or something over there, or whatever it is?

MR. HERN: A little higher than that.

CHAIR ENRIGHT: Whatever it is.

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EXECUTIVE DIRECTOR ALMIRA: No, no, no, what I'm saying is it's coming up, it's being discussed in our last agenda.

CHAIR ENRIGHT: Right, it's on there, but --

EXECUTIVE DIRECTOR ALMIRA: Right.

CHAIR ENRIGHT: -- the thing is we need to --

EXECUTIVE DIRECTOR ALMIRA: Once we discuss that, then we'll have a number.

CHAIR ENRIGHT: Right.

EXECUTIVE DIRECTOR ALMIRA: And then we'll plug it into our budget. Now, Ms. Karen Marcus is also going to be here today, and she has -- she wants to recap and provide a summary of what's happened. So again, perhaps it's best just to wait until the last agenda item, and we'll get a clearer picture as to which way we're going.

CHAIR ENRIGHT: And so Mr. Ciklin.

COMMISSIONER CIKLIN: Yes, I think on the salary increase, I had just assumed that it was going to be a three percent. Maybe it's my foolishness that I didn't find this five percent number anywhere.

But I am -- unfortunately, you know, 2019 doesn't look anywhere like '18 or '17 to me, so even though I love the employees, but after paying the increased health, I don't see how it would be prudent

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to also give a five percent. I think three is generous. I don't know what the County's doing, but most of the municipalities or the School Board, et cetera, are three or lower. So that's just my feeling. I mean it's not like we're having a windfall next year.

And I think actually our net income, because of the attorneys' fees for the litigation that's coming up, is going to be a lot less than what we're showing, so that's -- I'd just like to be conservative. And when we make a lot of money, it's one thing, but I think next year is not going to be a banner year.

CHAIR ENRIGHT: Commissioner Ciklin -- not Ciklin. Commissioner Richards.

Thank you very much.

COMMISSIONER RICHARDS: It looks as though, obviously, we'll modify a few things, but it looks like we're still planning to come in over 2 million. Is that correct?

EXECUTIVE DIRECTOR ALMIRA: That is correct.

COMMISSIONER RICHARDS: We're going to pay our employees. I fully support the five percent.

MS. WALDRON: I agree. I think five percent --

COMMISSIONER RICHARDS: They're the most

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important asset we have, so we're going to take care of them.

CHAIR ENRIGHT: Well, I just want to say that I recommended the five percent because I know that when I first arrived years ago, they used to get five percent. I mean that was before your time, Mr. Almira. But -- and there are other little incentives and other little perks. And also, that was why I felt comfortable that you can find the difference. I think the difference was -- what you told me, 80?

EXECUTIVE DIRECTOR ALMIRA: About 30, yes, something --

CHAIR ENRIGHT: What was the difference in five -- what's the difference in five and three, 30,000?

EXECUTIVE DIRECTOR ALMIRA: It's about 80,000.

CHAIR ENRIGHT: It's 80, 80 plus. And I just felt comfortable, but it depends on my fellow Commissioners. But like I said before, I've seen higher than that, and then later on, we don't know what happens. We're thinking positive, and if our projections are right, and Mr. Paul has hit it on the nail every year, and I feel confident that we would continue to do well. I just supported the five

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percent, and that was what I had recommended, so -- but I'm not the only person here, and I hope that my fellow Commissioners will vote in favor of the five percent. I need a motion.

MS. WALDRON: You want --

COMMISSIONER CIKLIN: It's a workshop.

CHAIR ENRIGHT: I would like for us to vote. It's a workshop, okay.

VICE CHAIR McARTHUR: There's a consensus.

MS. WALDRON: But I think there's a consensus --

VICE CHAIR McARTHUR: I also support the five percent.

MS. WALDRON: -- for five percent.

CHAIR ENRIGHT: Because we're talking about this amount of money, so we have a consensus.

VICE CHAIR McARTHUR: We didn't actually give him a number or a percentage on the legal fees. Do we need to do that?

COMMISSIONER WALDRON: I thought we said three.

VICE CHAIR McARTHUR: Well, I suggested three, but I don't know.

MS. WALDRON: We were going to talk about it in the --

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EXECUTIVE DIRECTOR ALMIRA: That was my question: Can we talk about it in the following meeting?

COMMISSIONER WALDRON: In the executive session.

EXECUTIVE DIRECTOR ALMIRA: I don't know the answer to that.

VICE CHAIR McARTHUR: I don't think so. It's not -- well, I don't know.

COMMISSIONER RICHARDS: It's litigation related. Mr. Bicknell --

VICE CHAIR McARTHUR: Yes.

COMMISSIONER RICHARDS: -- can we discuss it at the executive session, the amount of moneys? He's saying yes, we can.

CHAIR ENRIGHT: Okay. Any other questions and comments?

VICE CHAIR McARTHUR: No.

CHAIR ENRIGHT: Commissioners, I don't speak for all of you, but I just thought it was a good idea, and I'm glad that you supported me on that effort. Thank you.

I guess we're adjourned. We have a little time. Any other comments from the public first? Public comments? So there are no comments, we're going

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to adjourn and then the work session.

(Whereupon, at 3:50 p.m., the proceedings were concluded.)

C E R T I F I C A T E

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

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

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 2018.



Susan S. Kruger

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BOARD OF COMMISSIONERS

PORT OF PALM BEACH DISTRICT

Regular Board Meeting

- - -

Thursday, August 16, 2018

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

4:00 p.m. - 6:03 p.m.

- - -

ATTENDING:

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

Electronically signed by Susan Kruger (301-013-329-9161) 3700fcc9-9572-4068-b4db-0678c406706d

BE IT REMEMBERED that the following Regular Board Meeting was had at Port of Palm Beach, One East 11th Street, Riviera Beach, Florida, on Thursday, August 16, 2018, beginning at 4:00 p.m., with attendees as hereinabove noted, to wit:

- - -

CHAIR ENRIGHT: The regular meeting of the Port of Palm Beach Commission will start. Now I'm asking for roll call, please.

MS. HOWARD: Chair Jean Enright.

CHAIR ENRIGHT: Present.

MS. HOWARD: Vice Chair Peyton McArthur.

VICE CHAIR McARTHUR: Present.

MS. HOWARD: Secretary/Treasurer Katherine Waldron.

(No response.)

MS. HOWARD: Commissioner Wayne Richards.

COMMISSIONER RICHARDS: Here.

MS. HOWARD: Commissioner Blair Ciklin.

COMMISSIONER CIKLIN: Here.

MS. HOWARD: Executive Director Manuel Almira.

EXECUTIVE DIRECTOR ALMIRA: I'm here.

MS. HOWARD: Port Counsel Gregory Picken.

MR. PICKEN: Here.

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MS. HOWARD: We have a quorum.

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

(Pledge of Allegiance recited.)

CHAIR ENRIGHT: You may be seated.

Now we will go -- the Commissioners will go into executive session with our attorneys. Present will be Commissioner Blair Ciklin, Commissioner Peyton McArthur, Commissioner Wayne Richards, Commissioner Katherine Waldron --

(Whereupon, Commissioner Waldron took her seat on the dais.)

CHAIR ENRIGHT: -- our Executive Director, Mr. Manny Almira, Mr. Don Bicknell, Mr. Greg Picken and our court reporter, Susan Kruger. Now we will ask for an adjournment in order for us to go into executive session. We will return --

VICE CHAIR McARTHUR: Recess.

CHAIR ENRIGHT: -- after the session.

VICE CHAIR McARTHUR: Recess.

CHAIR ENRIGHT: Recess. And we will return with our regular meeting. Thank you.

(Whereupon, there was a recess in the proceedings until 4:37 p.m.)

CHAIR Enright: This is a continuation of our

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regular Board meeting. We're going to now continue with minutes from the last meeting. Commissioners, minutes from the last meeting.

EXECUTIVE DIRECTOR ALMIRA: Commissioner, is your microphone on? We can't hear you.

CHAIR ENRIGHT: I need to have approval for the minutes for the last meeting, July--

COMMISSIONER WALDRON: I'll make a motion to approve.

VICE CHAIR McARTHUR: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

Now let's go down to additions, deletions, presentations and announcements. First we're going to -- for presentations, Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: Yes, Commissioners, under -- I'm trying to find out the actual -- Cap-Haitien, yes. Under H.1 there will be a presentation made by State Representative Al Jacquet. And I was just wondering if you are willing to wait and discuss it at its appropriate time, or shall we bring them up now?

CHAIR ENRIGHT: Well, what we can do, let's rearrange the agenda right now --

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EXECUTIVE DIRECTOR ALMIRA: Okay.

CHAIR ENRIGHT: -- and we can just take H.1 first. And then after H.1, then we can continue and then go back up to the consent agenda, because there are some items I would like to have pulled on that, which then we'll continue with the regular agenda. Is that okay? Okay, let's do it that way, because we might have lengthy discussions.

So now, Mr. Almira, let's go to --

VICE CHAIR McARTHUR: We need a motion to reorder the agenda.

CHAIR ENRIGHT: Yes.

COMMISSIONER RICHARDS: So moved.

VICE CHAIR McARTHUR: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries.

Mr. Almira, H.1, please.

EXECUTIVE DIRECTOR ALMIRA: Thank you, Commissioners, and good afternoon to all.

H.1, Commissioners, in front of you says: Sister Port agreement between the Port of Palm Beach and the Port of Cap-Haitien Terminal in the country of Haiti.

We were approached and spoke with

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Representative Al Jacquet, and he is extremely interested in bringing a group from that terminal, that port, and possibly sign a sister seaport or a city agreement between the two entities. With that, we have several members of a delegation from Mr. Jacquet's office, and I would like to ask, if it's okay with the Board, to bring Representative Al Jacquet.

CHAIR ENRIGHT: Yes, come on. Thank you.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

REPRESENTATIVE JACQUET: Thank you, Mr. Director.

Good afternoon, Commissioners, Madam Chair. Thank you so much for the opportunity to present this afternoon with you. And good afternoon, everyone.

I am Al Jacquet, and I have had the honor to represent District 88 that covers Delray Beach, Boynton, Lake Worth, Lantana, West Palm Beach, Rivera Beach, Mangonia Park and Lake Park. And within that wonderful, the pearl of the state of Florida sits this Port.

One of the things that I've learned over the years, having worked in the House as staff, having been a local elected official in the great city of Delray, is the amount of business that we do between the Port of Palm Beach and Haiti, the amount of Haitian

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Americans we have living here in this county who take advantage of our cruises, who take advantage of our shipping opportunities here in this great Port.

We also know that Haitian Americans are the largest immigrant population here in our great county. Some of you have visited and frequented Haiti and have done a lot with Haiti and for Haiti and the Haitian Americans living here.

And so with that in mind, we considered establishing a relationship for our staff here to be able to best understand the business that they're doing with Haiti. Where do those cars go when we ship them? Where do those bales of clothing go? I think it's important for us to know, not to be nosy, but in order for us to better serve the community that we're serving.

In the same regard, it's important for the receiving country who's receiving all these goods from their relatives living here in Palm Beach County, it's good for them to know where they're coming from, how we operate.

And I think this is going to be in your court, Commissioners. This is not a relationship detailed by me or anyone else. This is asking you today: Do you think that is a relationship you would

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like to have.

The details of the relationship will be determined by you. What do you want? Do you want an exchange of ideas? Do you want -- I don't know exactly what you would want out of it, but I think the relationship, that highway is important to have. How you use it will be up to you.

And so we do have some folks here today who came, who do quite a bit of business with the country of Haiti. I actually met them in Haiti when I was down there, and then we met back up here, a number of folks who may want to speak if you have any questions.

CHAIR ENRIGHT: Yes.

REPRESENTATIVE JACQUET: So we really thank you for entertaining this sister city with Cap-Haitien.

COMMISSIONER RICHARDS: Thank you.

CHAIR ENRIGHT: Thank you.

MS. WALDRON: Thank you.

CHAIR ENRIGHT: Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: All right. Well, Commissioners, as we have done with other sister seaports, the normal process would be to have them visit us, or we could provide a Port tour, and then we can do as the State Representative mentioned, we can exchange ideas. Something that he said that's so, so

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simple to say: How about if we just meet? We haven't done that. So therefore, I embrace it, but I ask the Board to provide direction, what type of relationship we're going to have.

CHAIR ENRIGHT: First, since we do -- presently we do have relationship with Port-au-Prince. Am I correct.

EXECUTIVE DIRECTOR ALMIRA: We have checked, and --

CHAIR ENRIGHT: What is it, Saint-Marc.

MS. KACZWARA: Saint-Marc.

COMMISSIONER RICHARDS: Saint-Marc in Gonaives.

CHAIR ENRIGHT: In Gonaives in Haiti. And we would be more than happy to extend an invitation. And I would like to see representatives from the Port to visit our Port first, and that's how we normally do it, and then with their visit, then we can exchange information.

Commissioner Ciklin.

COMMISSIONER CIKLIN: Would it be possible for someone from -- that deals with the Port to tell us a little bit about the Port, because I've never been there, and I --

COMMISSIONER RICHARDS: Perfect.

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COMMISSIONER CIKLIN: -- I'd love to hear someone at least tell us a little bit more about what comes in there and what goes out of there. So that will be great.

REPRESENTATIVE JACQUET: Thank you, Commissioner. Some folks who are familiar with doing business at the Port.

CHAIR ENRIGHT: And also, if you can tell us how it differs from the other two ports there, I mean the other two that we --

MR. BELIARD: Good afternoon. My name is Fred, Fred Beliard. I am from Cap-Haitien.

We are the owner of the only, the exclusive terminal port, container terminal in Cap-Haitien. We have only one container terminal in Cap-Haitien. We are small, making about 700 containers per month. We are receiving three shipping lines today per week, King Ocean, Antillean Marine and CMA CGM. All of them are coming, all three, they are coming every week.

We -- the Port of Cap-Haitien doesn't own any equipment. We, the terminal, we own all the equipments at the Port. We are not the Port Authority, but we are the one managing everything at the Port. We own the cranes, the top loaders, chassis, everything at the Port, forklifts, and we've been there with the Port

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Authority for about 20 years.

We really looking for assistance to improve. We just order a reach stacker to get -- and we just order a reach stacker so we can get a -- provide better service.

REPRESENTATIVE JACQUET: Thank you.

And so this is the operator.

And so what I would like to do, as your Director mentions and as I think you're requesting, is the Port Authority themselves, the folks who own the Port and the folks who actually control the business that is done through the Port, who operates it and who does not, I think you want to speak directly to those folks.

And what I would like to do is not only invite them over, and I think with your direction, if your staff drafts a letter of invitation, my staff will do the same, and we can invite all the key individuals to be here. We happen to have one of the business folks who are here, but all the key individuals, we'll make sure that they're here, you have those conversations.

Again, it's a willingness to have that relationship. And I think once you speak with the proper individuals, you will know how best to tailor --

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CHAIR ENRIGHT: Right.

REPRESENTATIVE JACQUET: -- that relationship.

CHAIR ENRIGHT: Now, so my understanding is that you are offering us an opportunity on behalf of the Port Authority. So you've already spoken to them.

REPRESENTATIVE JACQUET: Yes, yes, Commissioner, yes.

CHAIR ENRIGHT: Okay.

REPRESENTATIVE JACQUET: We have gone down to Haiti, we have met with Customs, with the Port Authority individuals. This was something they were very, very interested in.

And my staff did reach out to your staff at the time simply to let them know that this was something that they were interested in we thought was good, and so we were very, very excited to see that your staff did not drop the ball. They kept working on it, and now today it's in front of you.

COMMISSIONER CIKLIN: How many ports are there in Haiti? How many ports?

REPRESENTATIVE JACQUET: I wish I could answer that off the top of your head. I can tell you in my District how many there are.

COMMISSIONER CIKLIN: He would know; he

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knows.

UNIDENTIFIED SPEAKER: Five.

REPRESENTATIVE JACQUET: Five, yes.

COMMISSIONER CIKLIN: Okay.

REPRESENTATIVE JACQUET: Yes.

CHAIR ENRIGHT: Okay.

MS. WALDRON: Can you recognize the other people that came?

REPRESENTATIVE JACQUET: Yes. Andrew, please. This is -- he's part of Cadwell (inaudible).

Please come introduce yourself.

His wife is like Miss Universe or something. But he's usually real excited to --

MR. CADWELL: Good afternoon. My name is Andrew Cadwell.

We have a company over there called Cadwell Electric, S.A. We are, in a sense, looking to be the FPL of Haiti. We're coming in to provide renewable energy at 60 megawatts to power, for the first time, the Haitian community 24/7. And the goal is to reduce the cost of electricity by half. And that's actually how I met my partner, Fred, at the Port of Cap-Haitien.

REPRESENTATIVE JACQUET: Introduce your other partner.

MR. CADWELL: My other partner is also my

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wife and my boss, Joanne Cadwell. She's been in the business her whole, entire life. We also have a distribution company throughout the Caribbean in 21 countries, and we work directly with the utility companies and those governments as well. Thank you.

MS. WALDRON: Jackie, did you want to introduce yourself too?

MS. CAZEAU: Good afternoon. My name is Pierrette. I am the delegate for (inaudible) A.P.

I receive an e-mail from Commissioner Waldron, who is also honorary member for the -- for our foundation.

I did a little bit of research about the company and the Port. My father was the chief of commandant. They call it in French commandant en chef, in Cap-Haitien, the whole north. And as I look, I saw the background. They had the (inaudible). They have World Food Program as the business partners, so they do business with 404 program, which is a huge, huge, huge contract. You don't get a contract with (inaudible), which is -- doesn't start with half a million dollars. It start higher. And then World Food Program provide food for the whole entire Haiti. Also during the hurricane, any crisis.

So I don't know personally him, but I did a

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little bit of research deeply. I (inaudible) it why the Port should be involved with, because there's a lot of crisis in Haiti. And to my knowledge, my view, and I think they good to do business with.

MS. WALDRON: Thank you.

CHAIR ENRIGHT: Thank you.

I would like to say thank you, Commissioner Jacquet, for coming to the Port of Palm Beach. I don't think I've seen you here before, have I?

REPRESENTATIVE JACQUET: I have, but not as --

CHAIR ENRIGHT: Maybe it was so long ago.

REPRESENTATIVE JACQUET: -- often as I should be.

CHAIR ENRIGHT: Right.

REPRESENTATIVE JACQUET: You'll be seeing me more, because I tell you, as I, you know, regroup this new term with my team, being one of the original freshmen who served on Ways and Means, being someone who was an economics major, and that's what my background is, finance and tax, even though I'm a criminal defense attorney, Ways and Means was my committee.

Transportation and Tourism Appropriations was my committee. Tourism and gaming policy. All policy

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and appropriation for tourism was my committee. And I had the pleasure of sitting on our Tourist Development Council prior to going to the state. So you're right, you need to see me more here, and you will.

CHAIR ENRIGHT: Thank you very much for coming.

And any other comments from Commissioners?

We appreciate you being here.

MS. WALDRON: No, but I think this is a really good initiative --

REPRESENTATIVE JACQUET: Thank you, Madam Chair.

MS. WALDRON: -- so thank you for spearheading it.

CHAIR ENRIGHT: Thank you.

REPRESENTATIVE JACQUET: Thank you, Commissioner.

COMMISSIONER RICHARDS: Yes, Jean.

CHAIR ENRIGHT: Commissioner.

COMMISSIONER RICHARDS: I definitely support it. As you know, I've been to Saint-Martin and Gonaives. I've not been to this port, and I have been told it is the nicest port and it's a very beautiful area.

So we have numerous sister-to-sister

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relationships, but I want this to be a working relationship where it's mutually beneficial, where we go and we share and we learn from our brethren over there as well.

REPRESENTATIVE JACQUET: Correct.

COMMISSIONER RICHARDS: So it needs to be back and forth.

REPRESENTATIVE JACQUET: Correct.

COMMISSIONER RICHARDS: Not just in paper. I want us to actually do something with this one.

REPRESENTATIVE JACQUET: And Commissioner, thank you for saying that. And I don't want us to move on without really putting weight on that. I'm going to count on you. I wasn't born in Haiti, and so you probably know more about Haiti than any one of us here because of the amount --

COMMISSIONER RICHARDS: I don't speak Creole, unfortunately.

REPRESENTATIVE JACQUET: Well, the language I can help you with. But as far as knowing what goes on there, you know quite a bit. And so this sister city, sister port relationship is about what you and your colleagues are going to -- and I'm glad you said it. You want to see it to be a working relationship.

CHAIR ENRIGHT: Right.

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REPRESENTATIVE JACQUET: So now one of the first things we want to see is can we invite them over.

CHAIR ENRIGHT: Yes. I've extended the invitation already.

REPRESENTATIVE JACQUET: Maybe we haven't done that with the others.

CHAIR ENRIGHT: Oh, we have.

REPRESENTATIVE JACQUET: This is the first step, inviting them over. Maybe we then want to go over. And I think based on those two things, we're going to develop and see things a lot more clearly and we're going to be working a lot more -- a lot harder than any other port that we have.

CHAIR ENRIGHT: Thank you. Normally whenever we extend an invitation to a sister port, we always have them to visit the Port, we break bread together, get to know each other, and then we work from there.

REPRESENTATIVE JACQUET: I'm looking forward to this one.

CHAIR ENRIGHT: So thank you very much.

REPRESENTATIVE JACQUET: This is going to be special.

CHAIR ENRIGHT: Do we have any more comments from Commissioners.

COMMISSIONER RICHARDS: Got a motion to

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approve it?

MS. WALDRON: I'll make the motion to approve it.

CHAIR ENRIGHT: Second; we need a second.

VICE CHAIR McARTHUR: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

Thank you very much.

REPRESENTATIVE JACQUET: Thank you; thank you, Madam Chair. Thank you, Commissioners.

CHAIR ENRIGHT: Let's continue with the consent agenda. First, are there any items anyone wants, would like to pull? I would like to pull F.7 for discussion. Anyone would like to pull any more items.

VICE CHAIR McARTHUR: Not me.

CHAIR ENRIGHT: Okay, I need an approval.

MS. WALDRON: I'll make a motion to approve except for the F.7.

CHAIR ENRIGHT: All in favor -- second.

VICE CHAIR McARTHUR: Aye. I'll second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

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Okay, I pull F.7. First, we have the Caribbean American for Community Involvement, which is an outstanding group. But there was something about the price of the tickets, and I wanted us to come as a Board and decide how we want to handle this, if we wanted to -- we've always had an ad there for them. They're a good group, they do outstanding work and scholarship in other areas. And I wanted the Board to decide what level of sponsorship do you think we should have for the group.

COMMISSIONER WALDRON: What have we done in the past?

CHAIR ENRIGHT: We've always had an ad, but --

COMMISSIONER WALDRON: I mean is there like a level name, or we just put an ad in or --

CHAIR ENRIGHT: No, I mean they changed it this year; they changed it around. And do I have any comments on --

COMMISSIONER CIKLIN: I don't even know what the -- is it in our --

COMMISSIONER RICHARDS: What is this --

COMMISSIONER WALDRON: They sit out in Royal Palm Beach? Is that where it is?

CHAIR ENRIGHT: It's in --

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COMMISSIONER RICHARDS: What is the issue specifically?

CHAIR ENRIGHT: There is no issue. I wanted the Board to decide on the level of ad this year we wanted to have because --

COMMISSIONER RICHARDS: What is being presented in the agenda currently?

CHAIR ENRIGHT: In the agenda they presented --

COMMISSIONER CIKLIN: In there a banquet or something?

EXECUTIVE DIRECTOR ALMIRA: It's under --

CHAIR ENRIGHT: No. Hold on.

EXECUTIVE DIRECTOR ALMIRA: It's under promotion.

CHAIR ENRIGHT: It's a promotional ad, and I want the Board to decide on the ads. Here it is, F.7, right. And if you continue to go and you see -- it is on page -- not on a page. So I wanted the Board to decide if we want to do it, and I would recommend I think we should, and then the level.

COMMISSIONER RICHARDS: Are you saying above the thousand?

CHAIR ENRIGHT: No, exactly what we want to do.

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COMMISSIONER WALDRON: You mean whether we want to put another ad in?

CHAIR ENRIGHT: No. The level of ad. If we want to do the outside cover for 650, the inside cover, the whatever, I felt that we need to make this decision as a group, or if we want to --

COMMISSIONER WALDRON: Well, what's your suggestion?

CHAIR ENRIGHT: I'll let you all make the decision. I'm --

COMMISSIONER CIKLIN: What are our choices? I don't even know where that is.

CHAIR ENRIGHT: The choices, okay, now --

COMMISSIONER RICHARDS: It's --

CHAIR ENRIGHT: Outside cover is $650. Inside cover, eight and a half by 11, is $600. The inside front cover is $600. A full page is 450. I think every year we've given them a full page, but it has gone up some. So then a half a page is 250. And it is our regular ad with all the Commissioners' names on the paper in alphabetical order. So before we make a decision like that, it will come from, what, Business Development? I'm correct. I thought that the Board should make that decision.

EXECUTIVE DIRECTOR ALMIRA: Doesn't that

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allow us to --

CHAIR ENRIGHT: Because I might end up and say, hey --

COMMISSIONER RICHARDS: I'm okay with the $1,000.

MS. WALDRON: Yes.

COMMISSIONER RICHARDS: Guys, this is the Caribbean Group. We ship to the Caribbean. I'm okay with that.

COMMISSIONER WALDRON: I think that's fine.

COMMISSIONER CIKLIN: Well, why don't we just do the bronze sponsorship --

MS. WALDRON: That's $1,000.

COMMISSIONER CIKLIN: -- for a thousand. You get the two tickets. Anyone who wants to go can go, and you get a full page ad.

MS. WALDRON: Sounds good to me.

CHAIR ENRIGHT: Okay, okay.

COMMISSIONER RICHARDS: Okay.

CHAIR ENRIGHT: And that will give us the inside; the $1,000 will give us the inside cover.

COMMISSIONER CIKLIN: No. The bronze sponsorship on the first page.

CHAIR ENRIGHT: Well, you all got something that I didn't get.

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COMMISSIONER CIKLIN: See, right there?

COMMISSIONER RICHARDS: Right here. You've got it.

COMMISSIONER CIKLIN: Bronze sponsorship, see it?

CHAIR ENRIGHT: Oh, that's fine. I didn't get that. See, I had us going to pay more than --

COMMISSIONER CIKLIN: So I move that we approve the bronze sponsorship.

CHAIR ENRIGHT: Do I have a second.

COMMISSIONER WALDRON: I second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries.

MS. HOWARD: Are you approving F.7 in its entirety?

CHAIR ENRIGHT: No, just the Caribbean American for Community Involvement.

MS. HOWARD: Well, that's on F.7 along with --

MS. WALDRON: Should we just make a motion to approve all of F.7, the sponsorship is $1,000?

MS. HOWARD: The sponsorship is $1,000. That's already notated on F.7 if you look at --

MS. WALDRON: So why don't we just make it --

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CHAIR ENRIGHT: That is for one, because all of them are individually.

MS. WALDRON: But it's all F.7.

MS. HOWARD: They're all under F.7.

MS. WALDRON: So we can just make a motion to approve --

MS. HOWARD: F.7.

MS. WALDRON: -- F.7 and then just have one vote.

COMMISSIONER CIKLIN: No, but I want to talk about some of the other ones.

CHAIR ENRIGHT: I mean we need to talk about all of them individually.

COMMISSIONER WALDRON: Oh, okay. So then we'll just do each.

CHAIR ENRIGHT: We have to take them one by one. So we said F.7, the bronze. I still don't have that. I mean I had us $22,000, but okay. Now let's go to the next item. So we're all in agreement with $1,000, okay.

Now, the next item was the MLK Coordinating Committee. The recommendation was that the Port of Palm Beach, it is through Business Development, purchase the inside cover for $300. And then they sent us an ad. Was it $300? And then if we would be kind

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enough and sponsor students to attend for $750.

The MLK Breakfast, they're students from different levels in Palm Beach County schools, and they do oratory contests, they do dance, they come up with speeches, all sorts of things, and they participate. And most of the time, well, the majority of the time there are maybe about 10 or 15 students who attend, because a lot of these kids are underprivileged, disadvantaged children, and they cannot afford to pay the fee. So what they've asked us, if we would be kind enough to sponsor students for $25 a hit, 30 students to attend the breakfast on Dr. Martin Luther King's birthday, if the Board approves.

MS. WALDRON: That's $750?

CHAIR ENRIGHT: And this is for students, right; the students, not for Port Commissioners.

MS. WALDRON: Because I thought it said that we were approving for $1,050.

CHAIR ENRIGHT: Right.

COMMISSIONER RICHARDS: That's 300 plus that.

CHAIR ENRIGHT: The 300 would be the inside cover, if the Board approves, and the students --

MS. WALDRON: That's fine with me.

CHAIR ENRIGHT: The tickets are for students,

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not for us. If Port Commissioners would like to attend, then you can buy a ticket from your Community Grants, and then that's about $45.

COMMISSIONER RICHARDS: I move approval of the 1,050 for the MLK, Jr. Coordinating Committee.

MS. WALDRON: I second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: The next item I wanted us to discuss was the 56 -- was the 36th anniversary of the Business Development Board Gala. And the reason why it had to come forward tonight at this meeting is because there's a deadline.

Normally in the past, the Port of Palm Beach, we've sponsored a table for the Business Development Gala. This year the tickets have gone up to $400. But they're giving you a special at $3,900 a table for ten. And we had to discuss it tonight because there's a deadline after the 31st, and the tickets go up to 450, and a table of ten is $455 (sic).

I guess the question I want to ask the Board, do you think that we should invest and buy a table for 4,500 and the ten people, or just have Commissioners buy two tickets, or what's your preference?

COMMISSIONER CIKLIN: Tickets. Let's do

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tickets only, because I'm going to be out of town, but --

CHAIR ENRIGHT: I want to bring this because in the past, sometimes we didn't have ten people, and we were trying to find folks, and so --

COMMISSIONER CIKLIN: Let's do tickets only.

MS. WALDRON: Yes, I agree.

CHAIR ENRIGHT: Okay, we're in agreement.

MS. WALDRON: Yes.

COMMISSIONER RICHARDS: Yes.

CHAIR ENRIGHT: All in favor of that? I need a second.

MS. WALDRON: I'll make a motion to --

CHAIR ENRIGHT: I need a motion.

MS. WALDRON: I'll second to Blair's motion.

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

(A chorus of ayes.)

CHAIR ENRIGHT: Now --

EXECUTIVE DIRECTOR ALMIRA: Commissioner, if we could, we would like to know how many of the Commissioners will be going so that we can go ahead and start and request the tickets.

CHAIR ENRIGHT: Well, what I would like for them to do before that time, because we have to the

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31st, if any Commissioner would like to go, I think you need to just let Venice know.

EXECUTIVE DIRECTOR ALMIRA: There you go.

MS. WALDRON: What, to BDB?

CHAIR ENRIGHT: Right. Just let Venice know, and then she would just purchase the one or two tickets, whatever you need. And that's through Business Development. So that would give you time, because the deadline is the 31st and we have time if you decide you want to go.

Any other questions, Commissioners?

Let's go on to the next. So now the consent agenda is done. Now, we need to go on --

VICE CHAIR McARTHUR: H.2.

CHAIR ENRIGHT: -- H.1.

VICE CHAIR McARTHUR: No, G.

CHAIR ENRIGHT: G.1, G.1.

COMMISSIONER RICHARDS: District Reports.

CHAIR ENRIGHT: District Reports.

Mr. Almira, Executive Director Report.

EXECUTIVE DIRECTOR ALMIRA: Okay.

Commissioner, under G.1, Executive Director's Report, I'll start by giving you very good news. As you know by now, the City of Riviera Beach unanimously approved the site plan during last night's Council meeting. The

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next step, of course, will be the Planning Division to issue a building permit to the contractor, West Construction.

This site plan, of course, is for the MOB project. José, our engineer, and I will be monitoring the permit issuance until it's granted, even though I believe that it's going to be as soon as next week, but we'll see to that. Any questions?

If not, I'll go on to -- moving on to FDOT research project. Two weeks ago Doug Vogt from Tropical Shipping, Carl Baker and I met with Rick Ferrin of TranSystems. For those of you who do not know, TranSystems is an engineering company that conducts traffic analysis and studies for FDOT, District 4.

As part of TranSystems' continuing contract with FDOT, they will be performing a capability, capacity and surface transportation network planning research project. That's a mouthful. The purpose of the study is to accurately forecast constraints, bottlenecks and traffic flow issues in the community surrounding the Port of Palm Beach. The better news is that not only is the project going to be somewhere around 130,000, but this will not cost the Port of Palm Beach anything.

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Moving to Florida State Transportation Economic Development, FSTED. The Port of Palm Beach submitted two grant requests last month as part of the FSTED project application cycle. The first request is for a $1.5 million project, 50/50 match, for the annex property site improvement. Site improvements will include new landscaping, irrigation for the entrance and the west side. New water mains, fire hydrants and security lighting will be installed. That's 1.5.

The second grant that we requested, and this is just literally a placeholder, is $2.25 million, again 50/50 match, for the Peanut Island Area D Mitigation Project. The Port has begun working with the Army Corps of Engineers reexamining what will be required to clean up that area -- that is on the southwest corner of Peanut Island -- to increase, of course, the level of cruise ship navigational safety.

COMMISSIONER CIKLIN: Manny, can you point that out up there --

EXECUTIVE DIRECTOR ALMIRA: Sure.

COMMISSIONER CIKLIN: -- so we all know where that is?

EXECUTIVE DIRECTOR ALMIRA: Area D is basically this triangular piece. And as you can see in the picture --

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COMMISSIONER CIKLIN: Yes.

EXECUTIVE DIRECTOR ALMIRA: -- how the ships cannot come in straight. They certainly have to go down and then back up.

COMMISSIONER CIKLIN: Yes.

EXECUTIVE DIRECTOR ALMIRA: So cleaning that area would certainly enhance the navigational safety. However, however, I did learn that it is not as has been portrayed to us. It is not just mud and sand. There are some really big rocks and other things that we weren't counting on in that area. So if we choose to proceed, we would have to work real closely with the Army Corps of Engineers, and obviously, the environmental concerns that we all have.

One basic, basic step would be that we would have to build a wall so that Peanut Island, or that portion, doesn't cave in. So Jim Barry -- remember that name? He suggested a wall right about here. Not a China wall, but, you know, build underwater piling so that, again, it will hold the materials from collapsing on into the water.

COMMISSIONER WALDRON: I know no specific study has been done, but what's the environmental impact perceived? I mean did Jim Barry have any thoughts about that, or anybody? Or do you guys have

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any --

EXECUTIVE DIRECTOR ALMIRA: We have not researched that aspect of it other than what's in our big dredge plan. But that would have to be taken into consideration, that, yes, the environmental impact of what would happen there and how it would impact the rest of the area.

Jim Barry, great guy, he offered to volunteer, basically, to speak with us along with the Army Corps and the pilots, because all along we have been hearing from the pilots that, oh, that's just sand. It's not. You saw pictures, and believe me, it is not sand. There's more to it. There's boulders and huge rocks.

MS. WALDRON: And how deep would you be going, would they be going?

EXECUTIVE DIRECTOR ALMIRA: Well, it's not how deep, it's just --

MS. WALDRON: Cutting out?

EXECUTIVE DIRECTOR ALMIRA: Yes, it's shaving off, if you can use that word, in order -- dredging it so that the ship, again, can take more of a straight line docking path rather than what they do today, which is actually go down to the basin and then come up. And that's where we get the issue with the Tropical

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Shipping.

CHAIR ENRIGHT: Commissioner McArthur, then Commissioner Richards.

VICE CHAIR McARTHUR: Jim Barry is a well known environmental figure in the county, and I'm sure he wouldn't propose something if it isn't economically and environmentally viable. But I think it might be helpful for the Board if you ask him to attend one of the meetings so that he could explain it, you know.

EXECUTIVE DIRECTOR ALMIRA: Absolutely.

VICE CHAIR McARTHUR: Because he has that expertise. And there's a park named for him about a half a mile north of us. So, but I mean I think if you asked him, I think that he could address a lot of the concerns.

EXECUTIVE DIRECTOR ALMIRA: Absolutely. What I'd like to do is make sure that we have this money from the grant, and then we can proceed. No sense in --

CHAIR ENRIGHT: Commissioner Richards.

COMMISSIONER RICHARDS: I generally don't like making things complicated, but have we said go ahead and do that?

EXECUTIVE DIRECTOR ALMIRA: No. No, no, no, we're not, but we're just in a preliminary phase.

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Here's what happened, Commissioner.

COMMISSIONER RICHARDS: No, no, if I may, I want to say the word: Environmental. There may be environmental impacts, and that's something that we really should talk about before we sign our name and say we want to go after it. We need to talk about that.

EXECUTIVE DIRECTOR ALMIRA: Right. Right now, if I may, we're not asking to do anything --

COMMISSIONER RICHARDS: If the money gets approved, it's going to be pretty hard --

EXECUTIVE DIRECTOR ALMIRA: We could always, I mean --

COMMISSIONER RICHARDS: No, no. If the money gets approved, are we going to say we don't want to do it? All the money's there, guys. I just think we -- that's something we should talk about before we go out and say, hey, we're requesting this money to do that, that's all.

CHAIR ENRIGHT: Commissioner Richards, to solve your problem, I think that we need to have Mr. Jim Barry to come here and explain, because he is an environmentalist. He can go over things, and we can have other people to discuss it and then go forward. But I think that we should not let the opportunity go

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by if we can receive these funds and later on say, oh, you know, we wish we had it.

But what I'm saying is that let them come, and then they can give us a presentation and tell us all about it and how are we going to protect the environment and still do what we need to do to make sure the ships can come in and not make the turn.

COMMISSIONER RICHARDS: I would like to make sure that we have somebody here by the next meeting to talk about it.

CHAIR ENRIGHT: Right, right. And we will extend an invitation to him --

MS. WALDRON: For September's meeting?

CHAIR ENRIGHT: Right, at the next, at September's meeting. And then I think we should go for it.

EXECUTIVE DIRECTOR ALMIRA: Okay.

CHAIR ENRIGHT: Okay.

EXECUTIVE DIRECTOR ALMIRA: That's fine.

CHAIR ENRIGHT: After we've heard the presentation, and then we'll talk about it, okay? Any other discussion.

Okay, go on.

EXECUTIVE DIRECTOR ALMIRA: If I can just clarify at least one point, in the event that we are

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given this grant, it's not uncommon for these grants to be moving between ports and ports. The fact that we have it puts us in a very good position. We could always exchange it for the future, or we can apply that grant to something else. But I hear you 100 percent. We'll get Mr. Barry, if he can, to join us next month.

COMMISSIONER RICHARDS: Thank you.

EXECUTIVE DIRECTOR ALMIRA: All right, so then moving on to the Port, a visit by an Ambassador from Kosovo. The Port received a visit back on July 31st from an Ambassador of Kosovo by the name of Otto Van Geigenblatt. I hope I pronounced it correctly. He has an interest in establishing a distribution center for wine and olive oil, the two most plentiful products from this region in Europe.

The focus of his business plan is to utilize south Florida as a transshipment point to South and Central America, as well as the Caribbean islands. Currently his plans call for a 500 acre site out in the Glades area -- let's call it that. He has had discussion with the Mayor and the City Manager of Belle Glade. We plan to introduce him to Florida Sugar and talk to him about the inland port Commerce Park plan.

So remember that Commissioner Jean Enright was gracious enough to join us. And he met the

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gentlemen, and I thought his presentation was very well given and well received by us.

Moving on to permits. Happy to mention that back on August the 1st, the City of Riviera Beach Council approved the business permit for Vertex, so we can take that one off our list.

Items still outstanding as of August 6th, the air-conditioning permit for CBP area in the MOC, third floor. That since has been approved.

Of course, the annex property rezoning, we should receive a status in late September.

And the two permits regarding the MOB, as I mentioned, the site plan was approved at last night's meeting.

From the Rail Department, Railroad Department, this past week the Port of Palm Beach Railroad Department was audited by Federal Railroad Administration, FRA. This was a three day process, inspecting all areas of the operation and paperwork. We're happy, very happy to mention that Al's group had no -- did not find any policy violations.

COMMISSIONER RICHARDS: Congratulations.

EXECUTIVE DIRECTOR ALMIRA: Yesterday afternoon, Commissioners, we had a guest group. The Port hosted the monthly meeting of the Florida Chapter

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of Women's International Shipping and Trading Association, WISTA, in our boardroom. Bahama Celebration, Bahama Paradise Cruise Line hosted a reception on board the Grand Classica prior to the meeting.

Normally I would go into events, but there's something that we need to make you aware of. This was just given to me by our Richard Pinsky. There is going to be a regular Board meeting for Fort Pierce tomorrow. Mr. Stan Payne, the Director of the ports and airport, air and sea, is going to be requesting to have their own FTZ designation. If you recall, they are under our designation, but it is now Stan Payne's willingness to ask their Board to develop their own.

Richard, you may know a little bit more than I do about this, because none of us knew about it. And I don't think there's much we can do, even though I don't think we have too much business up there.

Jarra, do we?

MS. KACZWARA: We do not, no.

EXECUTIVE DIRECTOR ALMIRA: Right. So just to give you an indication of how Fort Pierce, the Port of Fort Pierce is starting to branch out and expand a little bit, so that's just FYI, Commissioners.

If there's any questions? If not, I'm going

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to go right into the events.

Of course, we just recently had the Forum Club of the Palm Beaches on August the 10th. Now we have the Port of Palm Beach Benefit Fair. That will be here August 30th. South Florida Council Annual Board Meeting, I will be attending that in St. Petersburg between September 5th and 6th. The AAPA Energy & Environmental Seminar, Jersey City, September 11th and 12th.

Of course, the Hispanic Chamber of Commerce is having their job fair September the 27th. The previously mentioned Business Development Board 36th Annual Gala, September the 29th. And those of you who will be attending, don't forget the AAPA 107th Annual Convention in Valparaiso, Chile. That's right around the corner; that's October 7th through the 10th.

Commissioners, I'll be more than glad to answer any questions.

COMMISSIONER CIKLIN: Is the AAPA on next year's development funds or this year's?

CHAIR ENRIGHT: Yes, it is.

COMMISSIONER CIKLIN: Next year?

CHAIR ENRIGHT: Um-hmm, because as --

EXECUTIVE DIRECTOR ALMIRA: Yes. The charge will be to next year's budget.

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CHAIR ENRIGHT: You need to go.
EXECUTIVE DIRECTOR ALMIRA: If not --
CHAIR ENRIGHT: Thank you very much.
EXECUTIVE DIRECTOR ALMIRA: -- thank you.
CHAIR ENRIGHT: Job well done.
COMMISSIONER RICHARDS: Thank you.
CHAIR ENRIGHT: G.2, Engineering.
Oh, did you give me one? I have G.1, G.2.
VICE CHAIR McARTHUR: G.1.
MR. WARD: G.1, G.2?
CHAIR ENRIGHT: Yes, G.1, Executive Report.
MR. WARD: Gerald Ward, 2135 Broadway.
I am pleased to see that Commissioner Richards led into the first of two items that are on the backup for the ED's report. They were two grant applications.
The normal practice of most governments is to bring those to the Board such that the public would know that you were making them and that you -- that gives us the opportunity to have input into it. The first one sounds just like a landscaping job with some minor amount of infrastructure. I really don't think that's as a prime Port project.
Number two is the one that gets my attention more than anything. You've heard me talk about use of

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the $80 million of the federal authorization, which has been languished and very little effort put forth.

Area D is an area where we started out in January, and the Corps wanted two years to do their environmental impact statement. They took five years, and we didn't supervise them for that. But the whole point is they should have done it in a year. But regardless, Congress has approved that environmental impact statement. Area D is in that. There is substantial authorization to get with the dredging of that.

I did the turning basin extension, phase one, in 1974-75, and I will tell you that particular protrusion is fed by Peanut Island, which is basically a spoil disposal area. So we definitely don't have substantial environmental impacts, but you do have a document that's yea thick, taking five years by the Corps, to immediately refer to as your bible for permitting on issues of that nature.

So I am very upset that we want two and a quarter million dollars as match money for something that doesn't necessarily -- when you go into it, you do an evaluation with the permit for dredging it to the project depth of the harbor. So I think we got the cart before the horse without bringing it to you first

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and so we get it simplified, and I certainly expect that money to be used for the dredging, physical removal of material, versus -- quote -- mitigation.

CHAIR ENRIGHT: Thank you.

G.2.

MR. SOLER: Good afternoon, Commissioners. I'll present the Engineering Report for the projects.

I will start off with Berth 17. So today the contractor already completed the construction of the west and the middle dolphin structures. As you might as well remember, the west dolphin structure will require concrete additional repairs, which the contractor already started this week.

On the east dolphin structure, the two additional piles that were required are already installed and already being approved by the engineer of record, AECOM. The contractor already started with the preparation of the supports for installation of the forms and will continue with installation of the rebar, and after that, concrete pouring of the structure.

The upland site, the contractor has already grade and compacted the areas below the conveyor system. That area is going to be casted as an eight inch concrete slab. It's going to be divided in three pours, which are going to be performed next week. On

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the upland site, all the area has been backfilled and compacted with a subbase material, and right after the concrete slab is casted below the conveyor system, they begin with the subbase and asphalt pavement, which will complete all the upland surface area.

On the bulkhead, the contractor already started with the installation of the equipment for the shore power station.

In terms of the schedule, as of today, the contractor still indicates that the project will be substantially completed by September 15 and finally completed by October the 12th.

EXECUTIVE DIRECTOR ALMIRA: 2nd; October 2nd.

MR. SOLER: October the 2nd. Based on the two week look-ahead submitted this week, if the contractor receives approval to move forward with the construction of the east dolphin structure by Tuesday, they will continue to work on the forms after those days they receive approval. So, so far, the dates are being upheld so far.

Do you have any additional questions related to Berth 17?

MOB. As the Executive Director already indicated, last night the City Council approved the resolution for the site plan application submitted to

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the City. We are expecting the City staff to issue the building permit to the contractor next week. And the Port already continues with execution of the contract with West Construction, which was the company that was selected as the awarded contractor for the construction of the project. So we expect the project to move forward as soon as we receive the building permit.

Rail project. The contractor, González & Sons, already completed the spur number one and second number two installation of the new rail.

This week the electrical inspector from the City provided a certification of all electrical work performed at the project, and we received the -- FP&L has started the -- completed the installation, the connection of the electrical system and installed the meter for the equipment.

Next week, on Wednesday, the contractor will come in to do the commissioning and the installation of the signaling of the crossing, and we will also have the training for the rail personnel on how to work and handle the signal.

Berth 1. The status of the request for qualification documents to request firms to submit professional engineering services for the design, business services and construction services for the

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Berth 1 improvement is already being reviewed. Hopefully by tomorrow we'll get the final draft. It's already been discussed between myself and Port Attorney. So as soon as that document is finalized, we'll go out for bids. The document is already approved by the Board to go out for advertising as soon as the document is completed.

In terms of the coral mitigation that is required for the FDEP and the Army Corps of Engineers, the Board already approved an Interlocal Agreement with the Town of Palm Beach, and the Town of Palm Beach already started coordination with the contracting company which will perform the transplantation of the corals.

Likely this month the water is too hot, so it's not the best condition for the transplantation. So right now the schedule is to perform the mitigation and transplantation of the corals in the months of November and December. The transplantation will not affect the construction of the project, since it's already scheduled to begin in April 2019.

That will cover the four projects that are being performed at the Port, if you have additional questions.

CHAIR ENRIGHT: Any questions, Commissioner?

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COMMISSIONER CIKLIN: No.

CHAIR ENRIGHT: Commissioner McArthur.

VICE CHAIR McARTHUR: I have a question on Berth 17.

MR. SOLER: Yes.

VICE CHAIR McARTHUR: I would like to know if the representatives from AECOM and LMH concur that it's on schedule and that we will have substantial completion by September 15th. I would like them to come to the podium and state that for the record.

MR. SOLER: Mr. Capasso.

MR. CAPASSO: John Capasso with LMH.

Yes, I concur with what José just reported. Things are going well, and we'll be out there every Saturday, so we're going to get it done. We're working six days a week, as many hours as we can. So we're confident it's all coming together, we'll have it done.

VICE CHAIR McARTHUR: Thank you, sir.

CHAIR ENRIGHT: Thank you.

VICE CHAIR McARTHUR: And Karen.

MS. BRANDON: Yes. Good afternoon, Commissioners.

Yes, based on the current schedule, there's no reason why it shouldn't be able to be completed during that timeframe.

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VICE CHAIR McARTHUR: Wonderful. Thank you.

CHAIR ENRIGHT: Thank you very much.

Any other questions, Commissioners?

COMMISSIONER CIKLIN: No, no.

CHAIR ENRIGHT: Okay, let's go on. Government Affairs Report, G.3.

Oh, Mr. -- I'm sorry. I do have a card from Mr. Ward.

MR. WARD: Gerald Ward, 2135 Broadway.

Obviously, we're now over a year late on Berth 17. The tariffs, revenues lost on this project for way over a year excess in completion of the project have to be substantial. And we do know from the word on the street that various people have had to be delayed and moved around in the Port because of, well, you had success.

And just as an aside, I got an e-mail two days ago that said the ship right there was sailed on by an international wide publication, and they were just ecstatic over the food, the hospitality service that they encountered, and then they evaluated the Freeport ferry locations as to overnight or extended stays. So you've got something doing good, getting good national publicity.

But back on Berth 17, you had and paid for

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extra services when you bid the contract with bonding. You put in play an extra consultant to take care of problems. I don't see or hear that you've done a lot of discussion about what the bonding company did for you during this excessive delay. Sometime along the road you need to get your organization so that you do look at what you pay for and get those services early on when delays happen. Three months' delay would have been excessive.

CHAIR ENRIGHT: Thank you.

Let's continue. I'm sorry, Mr. Pinsky, G.3, please.

MS. HOWARD: There's actually no Governmental Affairs Report.

CHAIR ENRIGHT: Okay.

EXECUTIVE DIRECTOR ALMIRA: And what he provided I read regarding Fort Pierce.

CHAIR ENRIGHT: Okay, let's continue. G.4, Commissioner's Report. Ms. Waldron, do you have anything.

COMMISSIONER WALDRON: Just that with regard to the Commerce Park, I know that we're going to hopefully have a meeting with the --

EXECUTIVE DIRECTOR ALMIRA: Ambassador.

MS. WALDRON: -- Ambassador, whose name I

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will not attempt to pronounce.

EXECUTIVE DIRECTOR ALMIRA: Yes.

MS. WALDRON: And a couple Sundays ago I was invited out to -- by the mayors of the Glades to go to -- I think we went to six churches. It was the first Sunday of the month. And I was able to speak for a couple minutes in front of all of the parishioners about the Commerce Park. It was just to get the community outreach out there, and it was very well received.

CHAIR ENRIGHT: Okay. Commissioner McArthur.

VICE CHAIR McARTHUR: Nothing, ma'am.

CHAIR ENRIGHT: Okay, thank you.

Let's continue. New business, H.1.

EXECUTIVE DIRECTOR ALMIRA: We did that.

CHAIR ENRIGHT: We did that. We're on H.2 now, District Reports, with freight tariffs.

MR. ZIELINSKI: The Board's indulgence, I will sit down to present the item for the freight tariffs.

Public hearings were held on July 3rd -- public hearings were heard on July 30, 2018 and July 10th to discuss the proposed tariff with our tenants. Their comments were heard, taken into consideration. The tariff, as being presented to you, will generate

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$135,000 of additional funds from our tenants and users and approximately $196,000 from parking.

I would like to point out though, however, that the more contracts we have, the more that increases are built into the contracts. So $135,000 is dwarfed by the $420,000 of additional revenue we're getting for increases that are in our contracts, but are not related to the contract. So I didn't want that small number to be of any concern.

I'm going to start out by saying that I know there are going to be quite a number of slides. I'm obligated to, but I will go through them very quickly.

On the very first one we're establishing a temporary staging area. In fact, we're establishing two. This is to keep certain docks from congestion and to ensure vessels can be loaded expeditiously and unloaded quickly as well. And this staging area must be in less than 24 hours and is not subject to free time. I will point those out in one minute.

The bottom updated drawing just simply says that if you recall back in 2001 we renumbered our slips. There's now a reference in the tariff as to what the old numbers were. Some of our older documents are confusing.

This is a schematic of our docks. The two

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blue areas, purple, whatever -- I'm a little color-blind -- those are the areas that will be not available; they're only available for 24 hour staging.

You can see the bulk of it is down where slip, Berth 17 is. It's a narrow area. You cannot have cargo there blocking access to the berth that is not going to be going on a vessel within 24 hours. We just wanted that clear in the tariff.

The majority of the rates were increased by one and one half percent, rounded to the nearest penny. So with that in mind, I'm going to go through the rates.

With respect to dockage rates, commercial, cruise and military, apply to the guideline. Again, just to be repetitive, as the last time, it's either one and a half percent rounded to the nearest penny. Yachts, we went to 1.5 percent at a flat rate for the day rather than an hourly. Lay-in vessels, again the guidelines.

The line handling was increased to represent the increase in Port wages. We are increasing the wages to our employees; therefore, when they're called out to do services for our tenants, we want to recover the wages.

Harbormaster fees, up 1.5 percent.

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Stevedore licensing, there was an analysis done. Looked at the cost of our licensing as compared to other south Florida ports. There was an inconsistency. This is an effort to close the gap. As such, stevedore licensing will increase by $1,000. Steamship licensing will increase by $1,000. Those are annual charges to our tenants.

Other licensing. Again, they were looked at in comparison, and they were brought in to be competitive with the south Florida ports. These are minor revenue items and minor expenses to our tenants.

In permitting, there have been some significant changes. Basically, it's four things. One, if our tenants do work without applying for a permit, which it's through our Port Engineer, there is a $1,000 flat penalty. We need to know what's going on in the Port, and we can't find out later.

Permits that require the City of Riviera Beach approval are now going to cost $500 rather than 200. There's a considerable amount of work by our Port Engineer working with the City to get these done. However, that includes not only the initial review, one free second review for minor changes and final review of the plans. If there are any additional reviews above those three, there will be a charge of 50 percent

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of the fee. So we're trying to work more expeditiously and have the tenants come to us with final drawings.

Fireworks are now included in item 470. They will be billed at a minimum of $5,000. And again, fireworks are not to be permitted to be wired at the Port or opened at the Port.

Potable water, up one percent, one and a half percent from the City.

Cleanup, we had a charge of $100 in there, a minimum charge of $100 if tenants use a part of the property and did not clean it when they left. We are raising that to 500. It needs to be punitive, not a business choice. We're not here to provide cleanup services. They should be doing it.

Cargo terminal operating fee. Again, guidelines.

Security badging up minimal, $20 again.

Bunkering, as it was now, bunkering was we billed every truck $40. The trucks came in at about 7,500 gallons. That's about a half a cent a gallon. It was very difficult, if at all possible, to follow these trucks in the Port, especially when they were filling at the Port and not passing the gates.

We're implementing a policy whereby we will charge the recipient one half of one cent per gallon

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for the bunkering, and that covers the cost.

This item is still under discussion with one of our tenants, and to make you aware, we may be coming back. If you approve this tariff, depending on those discussions, this one item might be coming back with some changes. It's revenue neutral to the Port. It's simply a procedure to make sure that we capture every dollar that we're owed.

Wharfage and security fees at the bottom, again one and one half percent.

Dive boat operations. We're looking to get at least 24 hours' notice, so that fee has been increased to 100. Anything less than that, it's going to be increased to 150.

Storage rates, demurrage. On containers, the first three items, all one and one half percent.

On the bottom we get to automobiles, vehicles. We've increased these rates to represent the disparity between the space these things use -- they can't be stacked -- and the revenue that the Port is looking for by acre. It is a very space hog type of a commodity. The rates are going up slightly just to help the Port meet its revenue objectives.

The same thing holds true with buses and mobiles. Again, they're going up a little bit more

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than one and one half percent. We're trying to recover our revenue gap of the type of material it is.

Getting into dry bulk cargo, liquid cargo, all of these are one and one half percent. I am not going to go through them.

Breakbulk items are all one and one half percent, and minimum billing has gone up. It's raised similar with respect to other vehicle increases on trailers.

EXECUTIVE DIRECTOR ALMIRA: Do you have any questions?

MR. ZIELINSKI: Rail tariff. I have to go through to let you know there were absolutely no changes to the rail tariff, with one exception. It included some references to increases in prior years. We cleaned those out.

Done. I apologize for the length. It was necessary. Any questions?

COMMISSIONER CIKLIN: So moved.

MR. ZIELINSKI: Thank you.

COMMISSIONER WALDRON: Second.

CHAIR ENRIGHT: All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Carries, five/zero. Thank you very much. Excellent job; job well done.

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H.3. Oh, skip that. We skipped that. H.3, I'm sorry.

MR. BAKER: Commissioners, good afternoon. Carl Baker, Director of Planning.

This is a supplemental grant from Florida Department of Transportation. I was up here two months ago when we were talking about capital projects and mentioned it then. We have received the SJPA. It's for $8,675,158. FDOT has been very good to us.

Of course, like all other FDOT grants, this is a 50/50 match, so we're going to be required to come up with about $4.337 over the next five years.

And Commissioner Ciklin, to advance on your question that you're going to ask, does Mr. Zielinski have this amount of money right now, the answer is no, he does not. But we're not required -- we don't need to have it right now, because this has got a five year life span. And at the end of that five years, if we have a little money left to spend, we can write a letter to FDOT and they will extend the grant.

COMMISSIONER CIKLIN: And where is that going -- where would this expansion --

MR. BAKER: Currently we've worked on this section right here. What we're looking to do -- we've come up to here. What we're looking to do now is start

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replacing all of these switches, which are on a per foot basis. That's where the money goes.

COMMISSIONER CIKLIN: Yes.

MR. BAKER: It's not the rail, it's the switches. And over time, we're just going to start working our way down the docks.

Now, this study that TranSystems is going to be doing will help determine some of what we'll be doing in the future. They've already done one rail study for us last year, so we've got a lot of data. And there's still some big decisions on, as you've said in the past, what do we want to be when we grow up. But we've got some time to work on this.

So we are requesting that the Board approve this SJPA Number 4 with FDOT and adopt the corresponding resolution.

COMMISSIONER WALDRON: So moved.

COMMISSIONER CIKLIN: Second.

CHAIR ENRIGHT: Discussion? All in favor, say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero. Thank you very much.

MR. BAKER: Thank you.

CHAIR ENRIGHT: H.4.

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MR. ZIELINSKI: H.4 is the consideration and selection of group health providers. We're recommending that we stay with United Health Care and that we stay with all of our other providers. The increase of all of these policies, the cost is 62,000. You saw that was all part of the budget presentation.

In speaking with Klif between meetings, the recommendation would be that we would continue and authorize ourselves to go with United Health Care now, with -- and I'm going to ask Klif to come up and validate this, but changing the policy to allow it to include an opt-out option within the policy, with the Board understanding that implementation of such a procedure is challenging at best from administrative, employee, and we will do our best to get it implemented sometime during the coming year. But the policy will give us that option. Klif --

COMMISSIONER RICHARDS: I move approval.

MR. GEHRING: Yes.

CHAIR ENRIGHT: Yes.

MS. WALDRON: Second.

MR. ZIELINSKI: It's done. Thank you.

CHAIR ENRIGHT: Discussion.

MR. ZIELINSKI: Thank you.

CHAIR ENRIGHT: All in favor, please say aye.

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(A chorus of ayes.)
CHAIR ENRIGHT: Motion carries -- I'm sorry.
VICE CHAIR McARTHUR: No, that's okay.
CHAIR ENRIGHT: Discussion.
VICE CHAIR McARTHUR: Klif, I'd just like to compliment you on your wardrobe today. Thank you.
CHAIR ENRIGHT: Well, I just would like to say we appreciate your services. And you have worked so hard over the years to make sure that we've gotten the best, you know, insurance in the whole county, and I really appreciate it. Thank you very much.
MR. GEHRING: Thank you very much.
CHAIR ENRIGHT: For the question, all in favor, please say aye.
(A chorus of ayes.)
MR. ZIELINSKI: Could I --
CHAIR ENRIGHT: Yes.
MR. ZIELINSKI: I just would like to make sure that the Board wishes to appoint Klif Gehring Insurance to be the broker of record to get our group insurance for 2020.
COMMISSIONER CIKLIN: So moved.
MS. WALDRON: Second.
MR. ZIELINSKI: Thank you.
CHAIR ENRIGHT: All in favor, please say aye.

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(A chorus of ayes.)

CHAIR ENRIGHT: That's for both, or we need to do them separately or what, because we had a motion --

MR. ZIELINSKI: I just wanted to make sure that you understood that your approval included that, that's all.

CHAIR ENRIGHT: Okay, included both, okay. All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero.

We look forward to continue working with you Mr. Gehring. Thank you very much.

MR. ZIELINSKI: General insurance, renewal and purchase, H.5. All general insurance needs, including all of our coverage is secured through our broker of record, USI Services, which was appointed in 2018 to provide insurance for the Port for 2018, 2019, with our Preferred Government Insurance agreeing to hold the cost of policies for two years. This is the second year of that agreement. Those policies have been held.

All of the ancillary policies represent an increase of about 18 percent in premiums, the ones that are not covered by PGIT, which is 18 -- I'm sorry, not

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18 percent -- three percent increase, $18,454.

I would like to point out and again apologize that the financial impact has been misstated. It's not going to be 18,000; it's going to be 23,000. The reason why there's a difference, we bill out the coverage to our tenants, and based upon who's here, who's not here and some increases that we've had, there will be a slight increase in the amount of the premium that we have to retain ourselves. So it will be about $23,000.

With that said, I'd like the Board's approval to purchase the policies that we mentioned, authorize the Executive Director to execute and ask for the Board to approve or provide direction on USI Insurance Services as the Port's appointed broker of record for 2020.

CHAIR ENRIGHT: Need a motion.

VICE CHAIR McARTHUR: So moved.

MS. WALDRON: Second.

CHAIR ENRIGHT: Discussion.

COMMISSIONER CIKLIN: Question. Paul, on the -- when the MOB goes down, will that affect the coverage at all?

MR. ZIELINSKI: We've already taken the insurance off of it. If it fell down, it'd just save

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us money on the demolition. We have liability if anybody gets hurt.

COMMISSIONER CIKLIN: Right.

CHAIR ENRIGHT: Thank you. All in favor, please say aye.

(A chorus of ayes.)

CHAIR ENRIGHT: Motion carries, five/zero. Thank you very much.

H.6 that we added, Mr. Almira.

EXECUTIVE DIRECTOR ALMIRA: Yes, I.1, that's Peanut Island. Is that the next one that you have on your calendar, I mean your agenda?

MS. HOWARD: Yes, I.1.

CHAIR ENRIGHT: I.1.

COMMISSIONER CIKLIN: Yes.

CHAIR ENRIGHT: Okay, go on. Peanut Island.

EXECUTIVE DIRECTOR ALMIRA: Sure. Thank you.

Commissioners, I've demonstrated and I have communicated to you the updates on our steering committee meeting. There will be a meeting coming up on August the 23rd. Pretty much waiting for that particular meeting so that we can get some input back from the Parks and Recs Director, Mr. Eric Call.

In the meantime, I thought it would be prudent, and actually very happy that she agreed -- and

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this is Karen Marcus -- to be with us, if the Board allows her to come up. And maybe -- no maybe -- she will be able to provide you with additional either clarification or updates as it relates to Peanut Island.

With that, Ms. Marcus, if you could.

MS. MARCUS: Thank you and good afternoon.

Before I get onto the Peanut Island, and I volunteered to Manny to come tonight just to sort of update you of the steering committee's activities, I did want to speak to the question about the Area D and the application and the grant.

Jim Barry -- just because he's not here -- he volunteered to do that because he wanted the Port to know what's down there. And even though there's rocks down there, there's also sponges, there's sea grass, there's fisheries. So he's not supporting the project or anything like that. He was just trying to be helpful. He went out and dove it, did the dive for it, and he showed pictures; he had pictures for it.

So I appreciate your question. I have talked to Keith Beaty from the Save Our Inlet Coalition. They are somewhat aware of this. But I think before you move forward, you might want to speak to some of your other stakeholders so that you don't get any concerns

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about anything like that. So I wanted to speak to that because Jim is not here. I was at the meeting where Jim showed the pictures.

MS. WALDRON: Okay.

MS. MARCUS: So we saw everything that was there. And again, he volunteered to do it because he knows the area very well.

COMMISSIONER WALDRON: Thanks for clarifying that.

MS. MARCUS: Yes. He's not here. I figured I better.

So on the Peanut Island bunker, it is a very -- it's a three party -- I think Manny and Eric Call decided they wanted to get a few people together who know how to navigate the County and can help with the County Commission on reaching some kind of an agreement for the bunker and also the Coast Guard Station, to redo it.

And so we had the FIND representative at the last steering committee meeting, and she advised that we could not -- FIND could give money to the Port, you could be the applicant, but it was a very limited resource for the Port, that the application, if it was made by the County, there would be more money available, but they would require a 25 year lease with

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the County before we could make the application for the funds.

We agreed, and Eric Call is in the process of putting together a draft MOU that we're going to look at next week which talks about whatever the parameters he thinks the County might, you know, need to be able to enter into a 25 year agreement. And so we're going to talk about that, and if there's some agreement, then I believe Manny will bring it to you for you to see, and then Eric would bring it to the County Commission.

The Commission's concerns -- and I know Commissioner McArthur is aware of this -- is the operating dollars down the road. I think part of our discussion has been how do we come up with operating dollars that doesn't affect the County's budget in a significant way.

But the first thing we have to do is fix it up. The FIND grants are in January. We'd like to be in a position to make the grant application in January so we can get this started. And so that's really what the goal on this group is really, just myself and Manny and Eric Call and some of his staff.

And then also Eric asked for the two Commissioners to allow for two people, the two County Commissioners that represent Peanut Island, both

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Commissioner Bernard and Commissioner Valeche. So you have Chuck Collins for Commissioner Valeche, and you have Jim Barry for Commissioner Bernard.

So we've been meeting, trying to come up with how to move forward on the MOU so they can talk to those County Commissioners and the District Commissioners and hopefully get their support to move it forward.

So that was really the only reason I thought I'd come by tonight and share with you and give you an update. It is moving. And again, we will be meeting to produce some kind of an MOU so that you can see it, and then the County Commission can see it. And I'm happy to answer any questions.

CHAIR ENRIGHT: I just have one question. You mentioned 25 years. Is that a set --

MS. MARCUS: Yes.

CHAIR ENRIGHT: -- years, maybe not 10 or 20 years? And I ask that because when you have long-term agreements like that, so many things happen over the years. And then, like before, we were in a contract, there were so many years, and we were just waiting, and things didn't -- so I'm just concerned about the length of time, that's all. I just have a concern.

MS. MARCUS: It's a FIND requirement in order

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for them to give any amount of a grant. And you can apply for a grant, I think the grant that we're looking for, and then we have to find matching funds from some other entity. But that's a FIND requirement.

So I mean I think it's going to be a big, deep breath for the County too, because it's a commitment they're going to make for 25 years. But when everybody steps back and looks at Peanut Island and sees the bunker as part of the island, it really belongs to a part of the park system, but we just need to get there the right way. But it is a FIND requirement.

CHAIR ENRIGHT: Okay.

MS. MARCUS: If it was ten, I think we'd be happy with ten.

CHAIR ENRIGHT: Any other questions?

Okay, thank you very much for your assistance.

MS. MARCUS: Thank you.

CHAIR ENRIGHT: Thank you.

Continue. Gerald Ward.

MR. WARD: Gerald Ward, 2135 Broadway.

Obviously, Peanut Island is a Port material management disposal area. That's your prime purpose. Your other purposes are for Port operations of

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hopefully some revenue producing.

The Corps of Engineers' environmental impact statement came in with certain lettered operations, of which Parcel D or Area D was a significant removal. And there can be Port revenue producing wharfs and other facilities there. You don't have to have something that is considered a pollution source. It may be just a delay berth to accommodate the congestion that was talked about earlier today at the rest of the Port facility.

So the first issue I had was the initial meeting, I was told by two Port employees that it was not a public meeting. I don't see that.

Now, obviously, you added two additional folks, an ex-Fish & Wildlife Conservation Commission District Commander here in Palm Beach County, and you added James J. Barry, III.

Jim Barry is probably the most notable biologist and knowledgeable biologist that you can find for the Lake Worth lagoon. He started out in the sixties working for the state, the Board of Conservation, and he probably has walked -- at that time the Port had not accomplished the dredging for the inlet, so the Port tidal range was only 1.2 feet. So he walked much of the shallow areas of the lake and has

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a great knowledge of that. He's a good resource for the steering committee.

But you finally are getting to adding various people. You need a couple maritime people on that committee before you come back, although the limit of what the agenda item says, it's a plan for future use of the former U.S. Coast Guard building at Peanut Island. It really should be a future use of the Port ownership of Peanut Island, not just the limitation of the agenda item.

So to conclude, you need to make this meeting much more productive and see to it that there are all ideas involved in it versus what started out as a funding meeting. And let's get four people, three government employees, one lobbyist, and find out how we can get money so the Port doesn't pay for it. The Port needs to be involved on a continuous basis.

And the 25 years is not at all unreasonable, because that agreement is going to have some requirements to make sure that the material management disposal area of FIND to the north is fully accessible by the --

CHAIR ENRIGHT: Thank you, Mr. Ward.

VICE CHAIR McARTHUR: Mr. Ward, agree with you, but let's make sure the Port doesn't pay for it.

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MR. WARD: I think the Port has revenue production. And you can have revenue production out of the material management disposal area that's had very little maintenance since it was -- we got the pine trees down.

CHAIR ENRIGHT: Thank you; thank you very much.

H.5, please.

MR. HERN: I.2?

EXECUTIVE DIRECTOR ALMIRA: I.2.

VICE CHAIR McARTHUR: I.2.

CHAIR ENRIGHT: I.2.

MR. HERN: Approval of Peanut Island fumigation, Nozzle Nolen and Beyel Brothers.

VICE CHAIR McARTHUR: So moved.

(A chorus of seconds.)

CHAIR ENRIGHT: Discussion? All in favor, please say aye.

(A chorus of ayes.)

MR. HERN: I.3. Award of RFP, Food Service Centers, Old School Food Services.

CHAIR ENRIGHT: Let's go back before you go to that. I just want to make a comment. I know we approved it, but Mr. Almira, is that in our budget, for fumigation, for, I mean, I.2?

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EXECUTIVE DIRECTOR ALMIRA: Well, it would come under renewal and replacement. So yes, we still have money there, so that shouldn't be a problem.

CHAIR ENRIGHT: And we have enough money to pay for that in our --

EXECUTIVE DIRECTOR ALMIRA: For 30,000, yes.

CHAIR ENRIGHT: Okay. And 30,000? Okay, thank you.

I'm sorry. Go on, sir.

MR. HERN: Item I.3, award of RFP for Food Service Centers, Old School Food. At the Commission meeting in April 2018, Port staff requested and received approval to conduct a request for proposals for food service vendors. The RFP was advertised in the Palm Beach Post and on the Port's website. A pre-proposal meeting was conducted on June 12th with Cafe Hub and Old School Food Services in attendance. All RFPs were required to be submitted to the Port on June 26 by 2 p.m.

Only one proposal was submitted, by Old School Foods. This proposal identifies a five percent monthly gross sales to the Port, being reviewed every three months for the first year. Should business be successful, that gross revenue share goal will reach 10 to 15 percent.

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Port staff respectfully requests the Commissioners to award the food service provider contract to Old School Food Service and authorize the Executive Director to execute all documents.

VICE CHAIR McARTHUR: So moved.

MS. WALDRON: Second.

CHAIR ENRIGHT: Discussion, Mr. --

COMMISSIONER CIKLIN: Question. Is this like a food truck, or how -- where will it be set up?

MR. HERN: Actually, he has an amazing breakfast burrito that I would recommend to anybody.

COMMISSIONER CIKLIN: That was my second question. I figured you've already tasted the stuff.

MR. HERN: Actually, he's here if you'd like to speak to him, Commissioners.

COMMISSIONER CIKLIN: Yes, let him come up. Oh, yes, since he's going to be part of the Port.

Maybe tell us a little about yourself.

MR. WAGNER: I'm Nick with Old School Food Service. Thank you for this opportunity. It's going to be exciting working together with you.

But basically, I cook everything, breakfast, lunch and dinner. We get the comfort food, we get the food made for efficiency, we get the food made for salubrious eaters, salads and whatnot. The answer is

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yes. What was the question?

COMMISSIONER CIKLIN: Is it on like a food truck, or is it -- where do you actually --

MR. WAGNER: It's a food truck; it's a trailer. It's actually a 20 foot trailer staffed for a full kitchen. I can fit six people in there at any given time. It's made for mass production.

COMMISSIONER CIKLIN: And where do you serve now out of? I mean where would we find you?

MR. HERN: He's over in the Port area right now.

MR. WAGNER: Yes, I'm in the cargo area.

COMMISSIONER CIKLIN: Oh, nice.

MR. WAGNER: Right at that stop sign.

COMMISSIONER CIKLIN: All right, great. Good to know.

MR. HERN: And what we're looking to do, Commissioners, is expand him out and bring him over by the terminal to assist with the passengers and workers within the terminal.

MR. WAGNER: So far, yes, I've been working with the truckers and the Port-side employees. I plan on bringing those sales with me. Everybody has access. Those who do not, the truckers, I will implement a system to get food to them.

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COMMISSIONER CIKLIN: Nice. Great. Well, good luck.

VICE CHAIR McARTHUR: Thank you.

MR. WAGNER: Thank you.

VICE CHAIR McARTHUR: Chair Enright has stepped out. Do we have a motion and a second? All those in favor?

(A chorus of ayes.)

VICE CHAIR McARTHUR: All opposed?

MR. HERN: I did tell him he would be judged on his Cuban sandwiches, so --

VICE CHAIR McARTHUR: Approved, four to zero, with the Chair out of the room.

MR. WAGNER: Thank you.

CHAIR ENRIGHT: Comments from the public. Mr. Ward.

MR. WARD: Gerald Ward, 2135 Broadway, the great city of Riviera Beach. It does a lot better than media would suggest. You just don't get the other side of the story some days.

Succession and reorganization. I missed the workshop at 1500 today because of the way your agenda process and notification is put up. But I would suggest that you take a look at going to something that the other identical District did when its life -- it

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was chartered the same day as this District in 1915, and it had a District Engineer.

You have now grown or changed or expanded to have four consultants that are currently working, major consultants. They also have sub-consultants oftentimes. But the Port really needs a District Engineer. You have a staff engineer, but in that terminology alone, many of the decisions come first back to you and then trickle down for implementation by the staff. And it worked very well where there is no finger pointing between consultants, there's no concerns because there's one guy that's got the engineering solutions or responsibilities. So think about that.

Now, the best thing I heard for suggestions was a year ago or so when one of the Commissioners made the point of succession. Oftentimes you find that when you come around here, if the guy is gone, well, he's off for X, Y or Z, and can you wait till next week when he's back or she's back. So you really need to see to it that there is always a second in command when the first is gone, if you have that.

CHAIR ENRIGHT: Thank you very much, Mr. Ward.

We need to, Commissioners, before I ask for

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comments, come up with a date for Granicus training.

You would like to explain it for us, Clerk, what's required of us?

VICE CHAIR McARTHUR: Who?

CHAIR ENRIGHT: Granicus training. The Clerk will explain.

EXECUTIVE DIRECTOR ALMIRA: Instead of Diligent, Granicus.

CHAIR ENRIGHT: Oh. I would like for you to explain exactly what you'd like --

MS. HOWARD: It's our new agenda management system. Staff has been trained, so all the Commissioners have to be trained to be able to use the system to access the agenda. And right now you've been using the website, but you'll be using Granicus starting at the next Commission meeting.

So we'd like to schedule a training. It's going to be at your desk, or you can also come in. It's going to be a GoToMeeting. And a Granicus representative will run the meeting, basically, and you'll be able to ask questions, and they'll be able to navigate so that you can see exactly --

VICE CHAIR McARTHUR: We have to do this individually. We're not going to do it in a group, right?

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MS. HOWARD: It's going to be in a group.

VICE CHAIR McARTHUR: Wouldn't it have to be public notice with all the Commissioners and --

MS. HOWARD: Well, it's a training session for Granicus, but --

EXECUTIVE DIRECTOR ALMIRA: You're not making a decision.

MR. PICKEN: Yes, no decisions would --

MS. HOWARD: It's no decisions, just training.

VICE CHAIR McARTHUR: We just can't talk about anything --

MR. PICKEN: Port business, right.

CHAIR ENRIGHT: And we can ask questions about the training and --

MS. HOWARD: Yes, it's just a training session for the agenda management --

CHAIR ENRIGHT: And so we all have to come up with the same. How much time is required of this training.

MS. HOWARD: It depends upon how --

CHAIR ENRIGHT: Ten minutes, 30 minutes.

MS. HOWARD: -- how well you understand it and can navigate it.

VICE CHAIR McARTHUR: That's a while.

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COMMISSIONER CIKLIN: How long did it take you?

MS. HOWARD: An hour for us.

CHAIR ENRIGHT: Hour for the staff.

VICE CHAIR McARTHUR: It'll take three hours for us.

COMMISSIONER CIKLIN: All right. Why don't we do it before the next meeting. Have to get everybody here.

CHAIR ENRIGHT: We do it the same way, 3:00.

COMMISSIONER CIKLIN: Yes.

CHAIR ENRIGHT: Before our next meeting.

VICE CHAIR McARTHUR: Well, we also have to have an executive session for the next meeting. That's what he said.

CHAIR ENRIGHT: Yes.

EXECUTIVE DIRECTOR ALMIRA: The executive session is after 4:00 --

CHAIR ENRIGHT: At 4:00.

EXECUTIVE DIRECTOR ALMIRA: -- so we'll not be here at three.

COMMISSIONER CIKLIN: Right.

VICE CHAIR McARTHUR: Three then?

MS. HOWARD: I have to check with Granicus to make sure that's a good day and time for them as well.

Electronically signed by Susan Kruger (301-013-329-9161) 3700fcc9-9572-4068-b4db-0678c406706d

CHAIR ENRIGHT: So tentatively. So it's before our next meeting, tentatively.

Questions, comments from the Commissioners? We'll start here, Mr. Ciklin.

COMMISSIONER CIKLIN: Negative.

CHAIR ENRIGHT: Mr. McArthur.

VICE CHAIR McARTHUR: None.

CHAIR ENRIGHT: Mr. Richards.

COMMISSIONER RICHARDS: No.

CHAIR ENRIGHT: Commissioner Waldron.

MS. WALDRON: No.

CHAIR ENRIGHT: Thank you very much. Our next meeting will be held -- I have no comments, but I would just like to state that we will -- our next meeting will be September 20th, followed by -- at 4:00 start, following -- September 20th, and then we need an executive session.

Am I correct, Mr. Picken, executive session on that date also?

So we will start at 3:00 with the workshop with Granicus, followed by our 4:00 meeting, followed by an executive session at 4:00, then followed by our meeting.

EXECUTIVE DIRECTOR ALMIRA: That sounds right.

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CHAIR ENRIGHT: Is that it.

EXECUTIVE DIRECTOR ALMIRA: Now, is there not a holiday --

MS. HOWARD: I did explain that, and they said that it was fine.

CHAIR ENRIGHT: September 20th.

MS. HOWARD: Rosh Hashana.

CHAIR ENRIGHT: Okay, the meeting is adjourned. Thank you very much.

(Whereupon, at 6:03 p.m., the proceedings were concluded.)

Electronically signed by Susan Kruger (301-013-329-9161) 3700fcc9-9572-4068-b4db-0678c406706d

C E R T I F I C A T E

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

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

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of August, 2018.



Susan S. Kruger

Electronically signed by Susan Kruger (301-013-329-9161) 3700fcc9-9572-4068-b4db-0678c406706d

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PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-1

PREPARED BY: Paul J. Zielinski Deputy Director - CFO September 20, 2018

SUBJECT: **Financial Statements for the month and nine months ended July 31, 2018 (FY 2018).**

BACKGROUND: Financial results charts, Statement of Net Position, Schedule of Revenues and Expenses – Actual and Budget, Analysis of Expenses – (by category and department) – Actual and Budget by month and year to date, for the month and nine months ended July 31, 2018 (FY 2018).

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: None

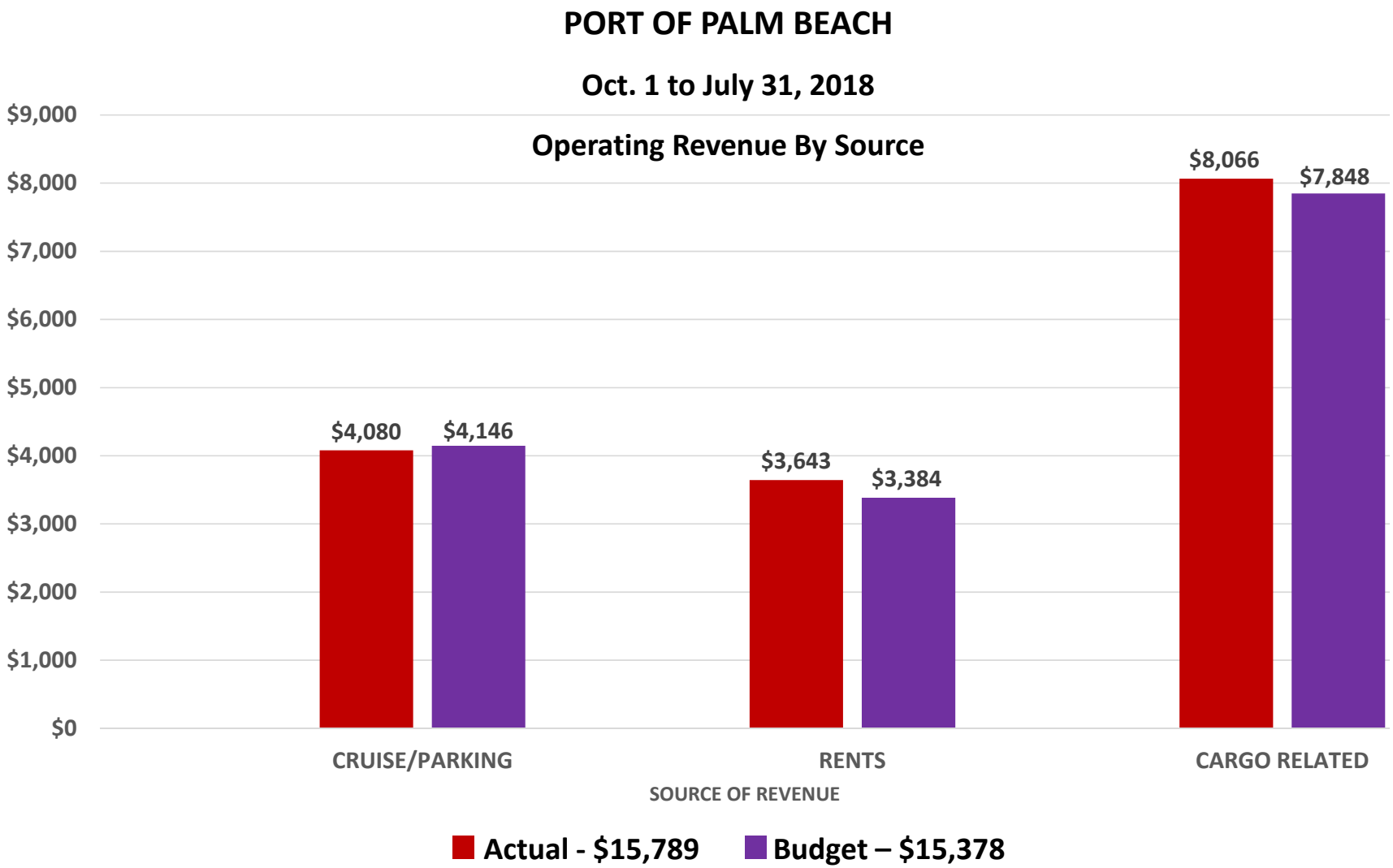
RECOMMENDATIONS: Motion to approve the Financial Statements for the month and nine months ended July 31, 2018.

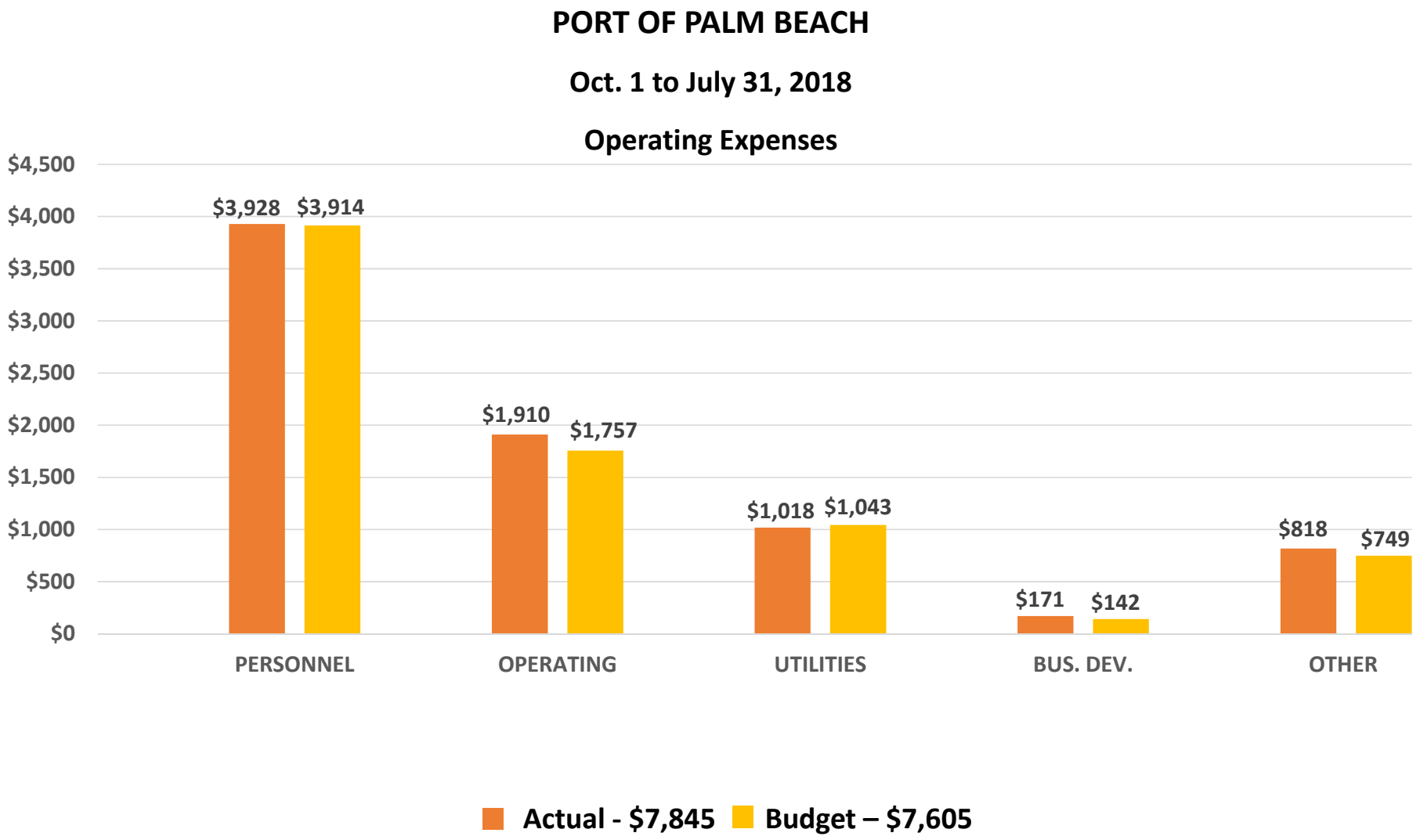
Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

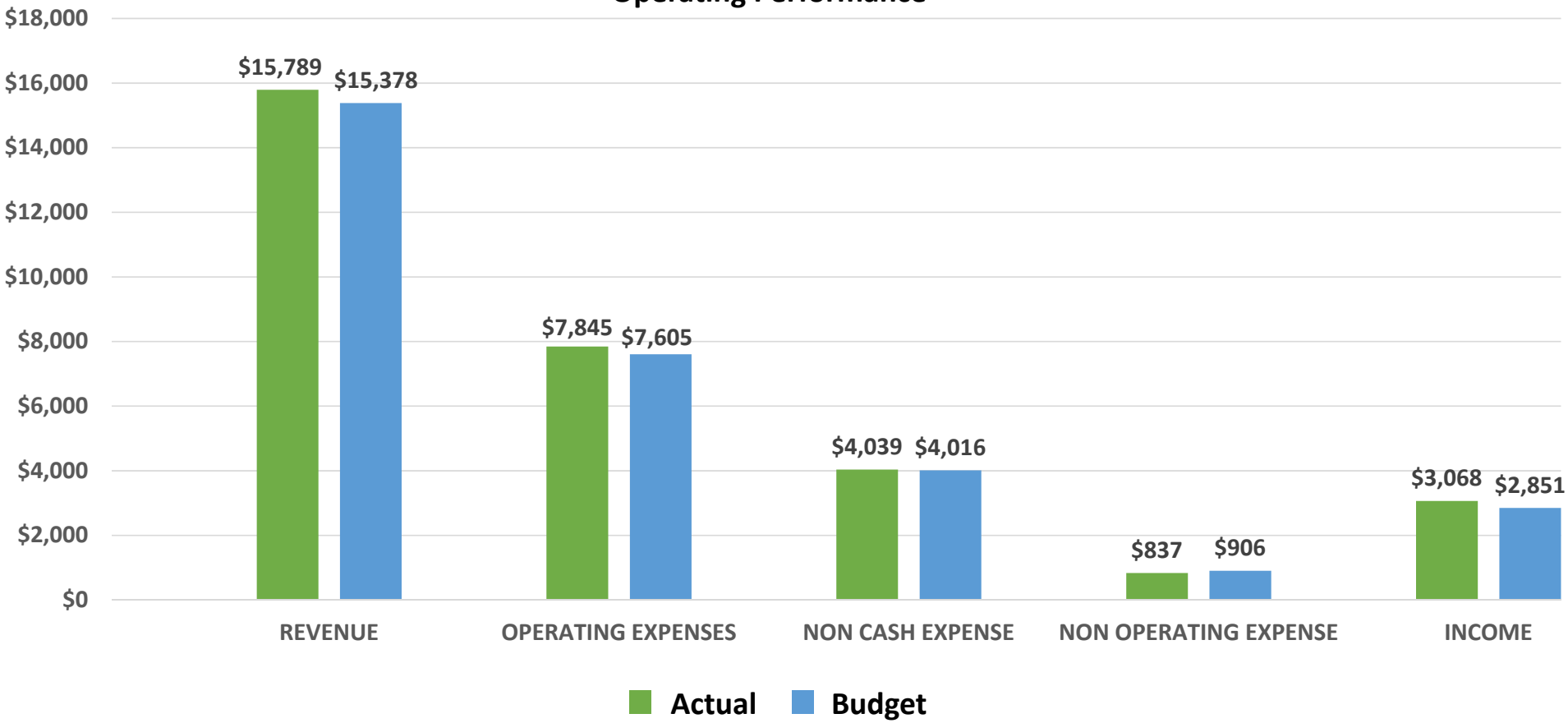

PORT OF PALM BEACH
Oct. 1 to July 31, 2018
Operating Revenue By Source
$9,000
$8,000
$7,000
$6,000
$5,000
$4,000
$3,000
$2,000
$1,000
$0
$4,080
$4,146
$3,643
$3,384
$8,066
$7,848
CRUISE/PARKING
RENTS
CARGO RELATED
SOURCE OF REVENUE
Actual - $15,789
Budget – $15,378


PORT OF PALM BEACH
Oct. 1 to July 31, 2018
Operating Expenses
$4,500
$4,000
$3,500
$3,000
$2,500
$2,000
$1,500
$1,000
$500
$0
$3,928
$3,914
$1,910
$1,757
$1,018
$1,043
$171
$142
$818
$749
PERSONNEL
OPERATING
UTILITIES
BUS. DEV.
OTHER
Actual - $7,845
Budget – $7,605

PORT OF PALM BEACH

Oct. 1 to July 31, 2018

Operating Performance



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

ASSETS

Current Assets:		
Cash and cash equivalents	$	20,517,657
Accounts receivable (net of allowance for uncollectables)		2,316,838
Grants receivable		334,341
Prepaid items		307,015
Restricted assets:		
Cash and cash equivalents		9,944,988
Total Current Assets		**33,420,839**
Noncurrent Assets:		
Prepaid items - Master Plan		220,643
Total Other Noncurrent Assets		220,643
Capital Assets:		
Land		28,119,220
Building and improvements		61,681,765
Slips and improvements		49,975,723
Other improvements		36,026,247
Wharf and loading ramps		7,798,154
Autos and trucks		502,716
Furniture and fixtures		371,700
Machinery and equipment		2,664,634
Computer equipment		1,488,085
Construction in progress		12,103,805
Less: Accumulated Depreciation		(78,675,357)
Total Capital Assets (net of accumulated depreciation)		**122,056,692**
Total Noncurrent Assets		**122,277,335**
Total Assets	**$**	**155,698,174**

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:		
Pension related items		1,459,258
Deferred loss on bond refunding, net		534,864
Total Deferred Outflows of Resources	**$**	**1,994,122**

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

LIABILITIES

Current Liabilities:		
Accounts payable and accrued expenses	$	1,557,945
Unearned revenue		809,705
Compensated absences payable - short-term		179,304
Payable from restricted assets:		
Security deposits		375,000
Accounts payable and accrued expenses		71,018
Contracts payable		356,926
Accrued revenue bonds interest payable		208,226
Current portion of revenue bond payable		3,430,325
Total Current Liabilities		**6,988,449**
Noncurrent Liabilities:		
Compensated absences payable - long-term		179,304
Other post-employment benefits		207,334
Net pension liability		3,526,193
Restricted capital appreciation revenue bond interest payable		6,679,589
Revenue bonds payable (less unamortized bond discount and current portion)		20,442,953
Total Noncurrent Liabilities		**31,035,373**
Total Liabilities		**38,023,822**

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:		
Pension related items		203,455

NET POSITION

Net Investment in capital assets		98,718,276
Restricted for debt service		904,735
Restricted for renewal and replacement		1,115,059
Restricted for business development		702,906
Designated - Capital improvement		4,042,218
Undesignated - Operations		13,981,825
Total Net Position	**$**	**119,465,019**

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Actual July 2018	Current Actual FY 2018 YTD	Prior Actual FY 2017 YTD	$ Variance Over (Under) to Prior Year	Reforecast Budget FY 2018 YTD	$ Variance Over (Under) Current Actual to Budget YTD
Operating Revenues:						
Wharfage	403,678	3,284,524	3,036,826	247,698	3,271,406	13,118
Dockage	197,885	1,928,439	1,867,744	60,695	1,928,381	58
Parking	188,032	1,127,175	1,264,714	(137,539)	1,263,790	(136,615)
Passengers - Multi-day	1,252,749	6,078,483	5,913,574	164,909	5,684,003	394,480
Storage	20,098	204,428	53,042	151,386	91,568	112,860
Water	7,394	83,733	78,019	5,714	75,344	8,389
Line Handling	13,872	104,040	109,200	(5,160)	112,895	(8,855)
Switching	55,138	578,922	530,871	48,051	553,348	25,574
Licenses and Permits	0	117,900	106,400	11,500	105,300	12,600
Vessel Bunkers	4,809	46,884	47,860	(976)	49,279	(2,395)
Cargo Terminal Fee	65,525	644,011	574,703	69,308	640,734	3,277
Security Fees - Cargo	47,279	514,784	475,892	38,892	529,925	(15,141)
Special Detail Security Fees	0	16,462	26,040	(9,578)	5,000	11,462
Identification Badging	2,690	23,067	24,145	(1,078)	25,575	(2,508)
Harbor Master Fee	15,168	174,590	153,534	21,056	162,837	11,753
Rent	367,337	3,643,433	3,533,402	110,031	3,384,306	259,127
Miscellaneous Income	42,989	657,424	326,932	330,492	610,984	46,440
Total Operating Revenues	2,684,643	19,229,709	18,122,898	1,106,811	18,494,675	735,034
Less: Direct Marketing Support	721,007	3,440,816	3,619,933	(179,117)	3,116,845	323,971
Net Operating Revenues	**1,963,636**	**15,788,893**	**14,502,965**	**1,285,928**	**15,377,830**	**411,063**
Operating Expenses:						
Administrative and HR	64,937	634,395	591,825	42,570	607,525	26,870
Office - Finance and IT	67,368	753,551	792,710	(39,159)	739,411	14,140
Engineering	1,000	45,740	23,211	22,529	26,000	19,740
Consultant	3,000	30,045	31,559	(1,514)	30,000	45
Legal	15,701	125,058	78,301	46,757	124,000	1,058
General Maintenance	143,938	1,341,675	1,321,406	20,269	1,341,211	464
Railroad	21,562	164,904	115,259	49,645	128,336	36,568
Operations	6,828	87,968	83,922	4,046	88,315	(347)
General Expense	135,943	1,415,547	1,465,530	(49,983)	1,430,379	(14,832)
Security	189,466	1,630,972	1,500,857	130,115	1,544,517	86,455
Business Development	52,003	559,872	546,684	13,188	525,785	34,087
Community Grants	200	7,195	7,606	(411)	7,195	0
Cruise Terminal	51,094	349,362	242,422	106,940	301,272	48,090
Maritime Office Complex	19,887	260,219	203,098	57,121	267,265	(7,046)
Southgate Complex	7,184	52,849	50,689	2,160	53,022	(173)
Renewal and Replacement	28,863	325,196	155,539	169,657	325,196	0
Maritime Office Building	4,603	60,904	52,486	8,418	65,427	(4,523)
Total Operating Expenses	**813,577**	**7,845,452**	**7,263,104**	**582,348**	**7,604,856**	**240,596**
Oper. Income Before Depr & Amort	**1,150,059**	**7,943,441**	**7,239,861**	**703,580**	**7,772,974**	**170,467**
Less: Depreciation Expense	419,723	3,997,852	3,963,140	34,712	3,975,000	22,852
Less: Amortization Expense	4,103	40,785	26,097	14,688	40,681	104
Operating Income (Loss)	**726,233**	**3,904,804**	**3,250,624**	**654,180**	**3,757,293**	**147,511**
Non-Oper. Revenues (Expenses):						
Interest Income	16,288	122,405	28,071	94,334	106,000	16,405
Insurance Recoveries	0	67,608	60,721	6,887	0	67,608
Grant Revenue	2,335	47,195	0	47,195	62,500	(15,305)
Gain or (Loss) on Disposal of Assets	0	1,050	2,500	(1,450)	0	1,050
Grant Expenses	0	0	0	0	0	0
Interest Expense	(107,475)	(1,074,754)	(1,083,405)	8,651	(1,074,754)	0
Total Non-Oper. Revenue (Expenses)	(88,852)	(836,496)	(992,210)	155,714	(906,254)	69,758
Income (Loss) before contributions	**637,381**	**3,068,308**	**2,258,414**	**809,894**	**2,851,039**	**217,269**
Capital Contributions	268,167	890,811	2,479,817	(1,589,006)		
Change in Net Position	905,548	3,959,119	4,738,231	(779,112)		

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
SALARIES & BENEFITS:								
Salaries & Contract Labor	2,563,026	2,498,756	(64,270)	393,588	2,956,614	240,730	228,929	(11,801)
Overtime	142,417	169,232	26,815	57,583	200,000	17,974	15,385	(2,589)
F.I.C.A. Taxes	190,430	197,711	7,281	43,230	233,660	18,669	17,973	(696)
Unemployment	0	0	0	1,000	1,000	0	0	0
Health and Life Insurance	785,245	790,834	5,589	163,755	949,000	80,254	79,084	(1,170)
Florida Retirement Benefits	247,171	257,077	9,906	56,647	303,818	24,254	23,371	(883)
	3,928,289	3,913,610	(14,679)	715,803	4,644,092	381,881	364,742	(17,139)
SERVICES & SUPPLIES:								
Commercial Property & Liability	310,280	311,667	1,387	73,720	384,000	31,449	31,167	(282)
Tenant Property Taxes Taxes	38	40	2	9,962	10,000	0	0	0
Legal Fees	125,058	124,000	(1,058)	34,942	160,000	15,701	20,000	4,299
Audit & Accounting Fees	81,832	81,835	3	7,168	89,000	332	330	(2)
Consultants	30,045	30,000	(45)	8,955	39,000	3,000	3,000	0
Engineering Fees	45,740	26,000	(19,740)	(17,740)	28,000	1,000	1,000	0
Trustee Fees For Bond Issues	4,023	4,025	2	3,477	7,500	1,500	1,500	0
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Drug-Free Workplace	1,638	1,000	(638)	(638)	1,000	90	0	(90)
Uniforms	23,602	23,667	65	3,898	27,500	521	1,667	1,146

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
Equipment Costs & Fuel	65,615	61,762	(3,853)	24,385	90,000	6,268	4,872	(1,396)
Buildings & Grounds Expenses	529,810	446,568	(83,242)	5,690	535,500	63,335	28,503	(34,832)
Trash Removal	37,461	37,000	(461)	6,939	44,400	1,473	3,700	2,227
Railroad Expense	25,402	15,710	(9,692)	(5,402)	20,000	3,544	0	(3,544)
Locomotive Expense	59,888	53,562	(6,326)	15,112	75,000	8,796	7,872	(924)
Employee Development & Training	8,463	8,470	7	16,537	25,000	957	955	(2)
Office Expenses	52,888	46,250	(6,638)	2,612	55,500	3,677	4,625	948
Information Technology	87,981	75,633	(12,348)	24,604	112,585	3,238	3,513	275
Contract Security	803,337	758,667	(44,670)	143,983	947,320	113,484	99,667	(13,817)
Other Security Expense	36,151	32,557	(3,594)	8,849	45,000	4,104	3,457	(647)
TWIC & ID Badging	5,803	4,167	(1,636)	(803)	5,000	251	417	166
Tenant Operating Costs	12,958	12,955	(3)	7,042	20,000	0	0	0
	2,348,013	2,155,535	(192,478)	383,292	2,731,305	262,720	216,245	(46,475)

BUSINESS DEVELOPMENT:

Registration & Training Fees	4,791	4,790	(1)	20,209	25,000	399	400	1
Community Affairs	13,801	13,800	(1)	14,199	28,000	200	200	0
Travel Expenses - Employees	10,917	10,920	3	9,083	20,000	(155)	(155)	0
Travel Expenses - Board	2,629	2,629	0	27,371	30,000	0	0	0
Trade Development	35,410	27,038	(8,372)	38,090	73,500	1,096	758	(338)

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
Dues & Subscriptions	52,975	54,010	1,035	13,125	66,100	5,049	5,590	541
Marketing	43,219	25,160	(18,059)	(2,319)	40,900	8,461	4,945	(3,516)
Website & Other	7,281	3,750	(3,531)	(2,781)	4,500	751	375	(376)
	171,023	142,097	(28,926)	116,977	288,000	15,801	12,113	(3,688)
UTILITY SERVICES:								
Water & Sewer	560,642	564,793	4,151	116,375	677,017	73,601	75,979	2,378
Electricity	348,785	365,417	16,632	89,715	438,500	33,328	36,542	3,214
Telephone Expense	108,779	112,917	4,138	26,721	135,500	11,354	11,292	(62)
	1,018,206	1,043,127	24,921	232,811	1,251,017	118,283	123,813	5,530
RENEWAL & REPLACEMENT:								
Renewal & Replacement Exp.	325,195	325,196	1	174,805	500,000	28,864	28,864	0
OTHER EXPENSES:								
Miscellaneous Expenses	54,727	25,292	(29,435)	(8,727)	46,000	6,029	1,807	(4,222)
TOTAL EXPENSES	**7,845,453**	**7,604,857**	**(240,596)**	**1,614,961**	**9,460,414**	**813,578**	**747,584**	**(65,994)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
FINANCE & I.T.								
Salaries	506,517	506,753	236	92,373	598,890	48,950	46,068	(2,882)
F.I.C.A. Expense	36,164	37,766	1,602	8,469	44,633	3,613	3,433	(180)
Telephone	65,140	66,667	1,527	14,860	80,000	6,519	6,667	148
Computer Training/Consulting	29,093	29,110	17	20,357	49,450	1,188	1,190	2
Computer Maintenance	38,196	38,190	(6)	14,939	53,135	1,492	1,490	(2)
Postage	3,733	2,500	(1,233)	(733)	3,000	0	250	250
Office Maintenance	8,041	8,333	292	1,959	10,000	871	833	(38)
Records Storage	2,343	2,500	157	657	3,000	242	250	8
Computer Software & Supplies	20,692	8,333	(12,359)	(10,692)	10,000	558	833	275
Printing	7,693	5,000	(2,693)	(1,693)	6,000	770	500	(270)
Public Notice Publication	6,680	4,167	(2,513)	(1,680)	5,000	574	417	(157)
Miscellaneous - Office	13,418	13,425	7	1,582	15,000	1,370	1,370	0
Office Supplies	15,841	16,667	826	4,159	20,000	1,220	1,667	447
Total	**753,551**	**739,411**	**(14,140)**	**144,557**	**898,108**	**67,367**	**64,968**	**(2,399)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
GENERAL MAINTENANCE								
Salaries	399,904	398,928	(976)	71,556	471,460	36,067	36,266	199
Overtime	26,287	42,308	16,021	23,713	50,000	3,464	3,846	382
Overtime - Line Handling	23,682	25,385	1,703	6,318	30,000	2,131	2,308	177
F.I.C.A. Expense	33,002	37,703	4,701	11,556	44,558	3,072	3,428	356
Telephone	7,855	7,083	(772)	645	8,500	854	708	(146)
Water	502,040	505,000	2,960	103,225	605,265	67,681	70,000	2,319
Water - Maintenance Office	1,429	1,460	31	323	1,752	203	146	(57)
Stormwater Assessment	57,173	58,333	1,160	12,827	70,000	5,717	5,833	116
Electricity	104,473	112,500	8,027	30,527	135,000	7,736	11,250	3,514
Equipment Rental	1,492	1,495	3	13,508	15,000	0	0	0
Generator Supplies	14,612	10,000	(4,612)	(4,612)	10,000	559	0	(559)
Building & Grounds	75,723	50,000	(25,723)	(25,723)	50,000	5,970	0	(5,970)
Trash Removal	7,695	5,333	(2,362)	(1,295)	6,400	0	533	533
Uniforms	9,891	16,667	6,776	10,109	20,000	521	1,667	1,146
Gas & Oil	28,409	29,167	758	6,591	35,000	3,754	2,917	(837)
Janitorial Services & Supplies	6,354	6,250	(104)	1,146	7,500	741	625	(116)
Supplies	20,553	12,500	(8,053)	(5,553)	15,000	3,514	1,250	(2,264)
Equipment Repair	21,102	21,100	(2)	8,898	30,000	1,955	1,955	0
Total	**1,341,676**	**1,341,212**	**(464)**	**263,759**	**1,605,435**	**143,939**	**142,732**	**(1,207)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
SECURITY								
Salaries	627,561	600,848	(26,713)	82,532	710,093	54,352	54,623	271
Overtime	52,819	76,154	23,335	37,181	90,000	7,598	6,923	(675)
F.I.C.A. Expense	49,386	51,791	2,405	11,822	61,208	4,512	4,708	196
Security Equipment Repairs	15,887	15,890	3	9,113	25,000	1,791	1,790	(1)
Telephone	9,303	9,167	(136)	1,697	11,000	941	917	(24)
Uniforms	13,711	7,000	(6,711)	(6,711)	7,000	0	0	0
Identification Badging	5,803	4,167	(1,636)	(803)	5,000	251	417	166
Riviera Beach Police Presence	59,780	60,000	220	20,220	80,000	4,976	10,000	5,024
Contract Security - Cargo & TWIC	79,888	86,667	6,779	24,112	104,000	8,762	8,667	(95)
Miscellaneous - Security	32,901	4,167	(28,734)	(27,901)	5,000	4,224	417	(3,807)
Contract Security - Cruise	611,982	568,000	(43,982)	95,338	707,320	91,178	75,000	(16,178)
Contract Security - Parking	51,687	44,000	(7,687)	4,313	56,000	8,568	6,000	(2,568)
Radio Maintenance	20,264	16,667	(3,597)	(264)	20,000	2,313	1,667	(646)
Total	**1,630,972**	**1,544,518**	**(86,454)**	**250,649**	**1,881,621**	**189,466**	**171,129**	**(18,337)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
RAILROAD								
Salaries	30,502	26,231	(4,271)	498	31,000	3,408	2,385	(1,023)
Overtime	39,629	25,385	(14,244)	(9,629)	30,000	4,781	2,308	(2,473)
F.I.C.A. Expense	5,278	3,949	(1,329)	(611)	4,667	618	359	(259)
Locomotive Rental	0	0	0	2,500	2,500	0	0	0
Train Derailment	6,869	6,870	1	3,131	10,000	0	0	0
Locomotive Fuel & Oil	29,250	22,917	(6,333)	(1,750)	27,500	3,217	2,292	(925)
Track R&M Exp.	24,692	15,000	(9,692)	(9,692)	15,000	3,544	0	(3,544)
Locomotive R&M Exp.	23,769	23,775	6	11,231	35,000	5,579	5,580	1
Railroad Equipment	710	710	0	4,290	5,000	0	0	0
Miscellaneous	4,205	3,500	(705)	(705)	3,500	415	0	(415)
Total	**164,904**	**128,337**	**(36,567)**	**(737)**	**164,167**	**21,562**	**12,924**	**(8,638)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
BUSINESS DEVELOPMENT								
Salaries	334,105	327,997	(6,108)	53,528	387,633	30,844	29,818	(1,026)
Florida Retirement System	34,208	34,151	(57)	6,152	40,360	3,308	3,105	(203)
F.I.C.A. Expense	22,912	22,686	(226)	3,899	26,811	2,296	2,062	(234)
Miscellaneous	3,719	3,725	6	1,281	5,000	20	20	0
Website	7,262	2,917	(4,345)	(3,762)	3,500	751	292	(459)
Telephone Expense	3,361	4,583	1,222	2,139	5,500	350	458	108
Promotion	8,894	8,895	1	8,506	17,400	4,945	4,945	0
Trade Development	16,206	16,205	(1)	25,294	41,500	175	175	0
Trade Development - Dining	13,554	5,833	(7,721)	(6,554)	7,000	921	583	(338)
Trade Missions	0	0	0	20,000	20,000	0	0	0
Travel Expenses	10,917	10,920	3	9,083	20,000	(155)	(155)	0
Travel Expenses - McArthur	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Ciklin	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Richards	2,629	2,629	0	3,371	6,000	0	0	0
Travel Expenses - Waldron	0	0	0	6,000	6,000	0	0	0
Travel Expenses - Enright	0	0	0	6,000	6,000	0	0	0
Community Relations	6,606	6,605	(1)	11,394	18,000	0	0	0
Postage & Shipping	19	833	814	981	1,000	0	83	83
Trade Development - Sponsorships	5,650	5,000	(650)	(650)	5,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
Registration Fees	3,339	3,340	1	16,661	20,000	399	400	1
Membership Dues	42,999	49,667	6,668	16,601	59,600	3,920	4,967	1,047
Training	1,452	1,450	(2)	3,548	5,000	0	0	0
Subscriptions	7,716	2,083	(5,633)	(5,216)	2,500	714	208	(506)
Advertising	31,562	13,500	(18,062)	(18,062)	13,500	3,516	0	(3,516)
Publications	2,763	2,765	2	7,237	10,000	0	0	0
Total	**559,873**	**525,784**	**(34,089)**	**179,431**	**739,304**	**52,004**	**46,961**	**(5,043)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
ADMIN. & H.R.								
Salaries - Commissioners	39,584	39,583	(1)	7,916	47,500	3,958	3,958	0
Salaries - Exec. Director & Staff	526,552	506,404	(20,148)	71,926	598,478	51,876	46,037	(5,839)
Contract Admin. Services	29,599	23,000	(6,599)	401	30,000	5,003	3,500	(1,503)
FICA Expense	38,660	38,537	(123)	6,884	45,544	4,099	3,503	(596)
Total	**634,395**	**607,524**	**(26,871)**	**87,127**	**721,522**	**64,936**	**56,998**	**(7,938)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
LEGAL								
Fees and Expenses	125,058	124,000	(1,058)	34,942	160,000	15,701	20,000	4,299
Total	**125,058**	**124,000**	**(1,058)**	**34,942**	**160,000**	**15,701**	**20,000**	**4,299**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
ENGINEERING								
Retainer - CH2MHILL	10,000	10,000	0	2,000	12,000	1,000	1,000	0
Fees and Expenses	35,740	16,000	(19,740)	(19,740)	16,000	0	0	0
Total	**45,740**	**26,000**	**(19,740)**	**(17,740)**	**28,000**	**1,000**	**1,000**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
CONSULTING								
Consultants - Governmental	30,045	30,000	(45)	8,955	39,000	3,000	3,000	0
Total	**30,045**	**30,000**	**(45)**	**8,955**	**39,000**	**3,000**	**3,000**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
SOUTHGATE COMPLEX								
Buildings & Grounds	11,656	11,655	(1)	8,344	20,000	2,036	2,035	(1)
Janitorial Services & Supplies	2,569	1,667	(902)	(569)	2,000	45	167	122
Miscellaneous	0	0	0	2,500	2,500	0	0	0
Electric	28,199	29,167	968	6,801	35,000	3,260	2,917	(343)
Telephone	5,327	5,833	506	1,673	7,000	572	583	11
Trash Removal	2,894	2,500	(394)	106	3,000	163	250	87
HVAC Repairs & Maint.	2,203	2,200	(3)	7,797	10,000	1,109	1,110	1
Total	**52,848**	**53,022**	**174**	**26,652**	**79,500**	**7,185**	**7,062**	**(123)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
GENERAL EXPENSE								
Audit & Accounting Services	81,832	81,835	3	7,168	89,000	332	330	(2)
Transcription Services for Board Meetings	8,557	7,083	(1,474)	(57)	8,500	0	708	708
Bad Debt Expense	0	0	0	10,000	10,000	0	0	0
Unemployment Compensation	0	0	0	1,000	1,000	0	0	0
General Commercial Prop & Liab Insurance	310,280	311,667	1,387	63,720	374,000	31,449	31,167	(282)
Group Health / Dental / Vision	758,615	764,167	5,552	158,385	917,000	77,314	76,417	(897)
Employee Basic Life Insurance	12,851	12,500	(351)	2,149	15,000	1,383	1,250	(133)
Employee S/Term Disability Ins.	13,779	14,167	388	3,221	17,000	1,557	1,417	(140)
Florida Retirement System	212,963	222,926	9,963	50,495	263,458	20,946	20,266	(680)
Trustee Fees For Bonds	4,023	4,025	2	3,477	7,500	1,500	1,500	0
Drug-Free Workplace	1,638	1,000	(638)	(638)	1,000	90	0	(90)
Insurance Contingency	0	0	0	10,000	10,000	0	0	0
Membership Dues	2,260	2,260	0	1,740	4,000	415	415	0
Training	8,463	8,470	7	16,537	25,000	957	955	(2)
Ad Valorem Taxes	38	40	2	9,962	10,000	0	0	0
Miscellaneous	249	240	(9)	4,751	5,000	0	0	0
Total	**1,415,548**	**1,430,380**	**14,832**	**341,910**	**1,757,458**	**135,943**	**134,425**	**(1,518)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
COMMUNITY OUTREACH								
Community Grants - Waldron	1,800	1,800	0	200	2,000	0	0	0
Community Grants - Ciklin	1,300	1,300	0	700	2,000	0	0	0
Community Grants - Richards	2,000	2,000	0	0	2,000	0	0	0
Community Grants - McArthur	545	545	0	1,455	2,000	200	200	0
Community Grants -Enright	1,550	1,550	0	450	2,000	0	0	0
Total	**7,195**	**7,195**	**0**	**2,805**	**10,000**	**200**	**200**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
MARITIME OFFICE BUILDING								
Buildings & Grounds	3,002	3,010	8	6,998	10,000	276	275	(1)
Telephone - Elevator	1,478	1,500	22	322	1,800	166	150	(16)
Telephone - Fire Alarm Lines	2,654	2,667	13	546	3,200	302	267	(35)
Electricity	45,754	56,250	10,496	21,746	67,500	3,860	5,625	1,765
HVAC Repairs & Maint.	8,016	2,000	(6,016)	(6,016)	2,000	0	0	0
Total	**60,904**	**65,427**	**4,523**	**23,596**	**84,500**	**4,604**	**6,317**	**1,713**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
CRUISE TERMINAL								
Building & Grounds	102,305	75,000	(27,305)	(27,305)	75,000	16,536	0	(16,536)
Electric	47,346	41,667	(5,679)	2,654	50,000	5,400	4,167	(1,233)
Electric - Chiller Plant	22,283	27,500	5,217	10,717	33,000	2,367	2,750	383
Telephone	3,981	4,167	186	1,019	5,000	452	417	(35)
Telephone - Elevator	2,654	2,500	(154)	346	3,000	302	250	(52)
HVAC Repairs & Maintenance	29,602	29,605	3	20,398	50,000	2,999	3,000	1
Janitorial Services & Supplies	141,190	120,833	(20,357)	3,810	145,000	23,037	12,083	(10,954)
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	**349,361**	**301,272**	**(48,089)**	**13,639**	**363,000**	**51,093**	**22,667**	**(28,426)**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
MARITIME OFFICE COMPLEX								
Building & Grounds	66,156	66,155	(1)	3,844	70,000	2,913	2,915	2
Trash Removal	26,872	29,167	2,295	8,128	35,000	1,310	2,917	1,607
Electricity	67,305	62,500	(4,805)	7,695	75,000	7,154	6,250	(904)
Electric - Chiller Plant	33,425	35,833	2,408	9,575	43,000	3,551	3,583	32
Telephone	3,327	5,000	1,673	2,673	6,000	498	500	2
Telephone - Elevator	2,654	2,917	263	846	3,500	302	292	(10)
HVAC Repairs & Maintenance	44,862	44,860	(2)	5,138	50,000	2,959	2,960	1
Janitorial Services & Supplies	15,619	20,833	5,214	9,381	25,000	1,200	2,083	883
Window Cleaning	0	0	0	2,000	2,000	0	0	0
Total	**260,220**	**267,265**	**7,045**	**49,280**	**309,500**	**19,887**	**21,500**	**1,613**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
RENEWAL AND REPLACEMENT								
Non-Capital Expenses:	**0**	**325,196**	**325,196**	**500,000**	**500,000**	**0**	**28,864**	**28,864**
Communication Equipment Expense	10,592	0	(10,592)	(10,592)	0	0	0	0
Security Equipment	23,518	0	(23,518)	(23,518)	0	7,202	0	(7,202)
Office Furniture/Equip. Replacement - Expenses	4,919	0	(4,919)	(4,919)	0	0	0	0
Computer Systems - non-capital	10,014	0	(10,014)	(10,014)	0	0	0	0
Condition/Boundary Survey	1,486	0	(1,486)	(1,486)	0	0	0	0
Maintenance Tools	4,422	0	(4,422)	(4,422)	0	3,910	0	(3,910)
Buildings and Grounds - Port-Wide	9,300	0	(9,300)	(9,300)	0	0	0	0
Cruise Terminal - Buildings & Grounds	133,440	0	(133,440)	(133,440)	0	0	0	0
MOC - Buildings and Grounds	47,989	0	(47,989)	(47,989)	0	17,752	0	(17,752)
Maintenance Dredging	900	0	(900)	(900)	0	0	0	0
Hurricane Irma Storm Repairs	57,765	0	(57,765)	(57,765)	0	0	0	0
Passenger Loading Bridge	20,850	0	(20,850)	(20,850)	0	0	0	0
Total	**325,195**	**325,196**	**1**	**174,805**	**500,000**	**28,864**	**28,864**	**0**

Port of Palm Beach District
Analysis of Expenses - By Department
For the Month and Ten Months Ending Tuesday, July 31, 2018

	Current Actual FY 2018 YTD	Reforecast Budget FY 2018 YTD	YTD Variance	Remaining Reforecast Budget	Total Reforecast Budget	July Current Actual	July Reforecast Budget	Monthly Variance
OPERATIONS								
Salaries - Operations	68,702	69,012	310	12,858	81,560	6,272	6,274	2
FICA Expense	5,028	5,279	251	1,211	6,239	459	480	21
Tenant Operations	12,958	12,955	(3)	7,042	20,000	0	0	0
Miscellaneous	235	235	0	9,765	10,000	0	0	0
Uniforms	0	0	0	500	500	0	0	0
Telephone	1,045	833	(212)	(45)	1,000	96	83	(13)
Total	**87,968**	**88,314**	**346**	**31,331**	**119,299**	**6,827**	**6,837**	**10**
Total Expenses	**7,845,453**	**7,604,857**	**(240,596)**	**1,614,961**	**9,460,414**	**813,578**	**747,584**	**(65,994)**

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-2

PREPARED BY: Paul J. Zielinski Deputy Director - CFO September 20, 2018

SUBJECT: **Cargo Reports and Customer Performance Summary for the month and nine months ended July 31, 2018, and prior.**

BACKGROUND: Cargo Tonnage, TEU, Rail, Vessel, & Passenger Operating Statistics Reports and Customer Performance Summary for the month and nine months ended June 30, 2018, and prior.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: None

RECOMMENDATIONS: Motion to approve the Cargo Reports and Customer Performance Summary for the month and nine months ended July 31, 2018, and prior.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
ALL-CARGO TONNAGE REPORT
JULY 2018

	July 2018 Actual	July 2017 Actual	Variance	Year To Date Oct '17 - July '18	Year To Date Oct '16 - July '17	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container	105,888	100,946	4.90%	1,133,296	1,067,538	6.16%
Break-bulk	8,561	12,801	(33.12%)	92,254	83,670	10.26%
Trans-Shipment	5,274	4,666	13.03%	52,174	71,440	(26.97%)
Sub-Total General Cargo	119,723	118,413	1.11%	1,277,724	1,222,648	4.50%
Bulk and Dry Cargo						
Asphalt	9,222	7,432	24.09%	92,826	82,768	12.15%
Diesel	15,004	8,932	67.98%	123,403	108,934	13.28%
Utility Fuel Oil	60,583	0	100.00%	60,583	0	100.00%
Miscellaneous	0	0	0.00%	0	0	0.00%
Recyclable Steel	0	9,803	(100.00%)	27,705	30,077	(7.89%)
Molasses	0	0	0.00%	139,656	140,081	(0.30%)
Sugar	44,016	44,100	(0.19%)	440,496	505,447	(12.85%)
Sub-Total Bulk and Dry Cargo	128,825	70,267	83.34%	884,669	867,307	2.00%
TOTAL ALL CARGO	248,548	188,680	31.73%	2,162,393	2,089,955	3.47%
Containers - 20-Foot (TEU)						
Inbound	11,248	10,896	3.23%	118,780	116,458	1.99%
Outbound	10,433	10,925	(4.50%)	122,800	117,878	4.18%
Trans-shipment	439	411	6.81%	4,648	5,938	(21.72%)
TOTAL TEUs	22,120	22,232	(0.50%)	246,228	240,274	2.48%
Rail Cars In	803	763	5.24%	8,343	7,948	4.97%
Rail Cars Out	804	759	5.93%	8,349	7,938	5.18%
Vessels (cargo)	112	108	3.70%	1,258	1,161	8.35%
Vessels (multi-day cruise)	31	15	106.67%	165	138	19.57%
Passengers						
Multi-Day Cruise	77,113	51,219	50.56%	372,028	370,533	0.40%
Other (includes in-transit)	0	0	0.00%	141	0	100.00%
TOTAL PASSENGERS	77,113	51,219	50.56%	372,169	370,533	0.44%

NOTE: Tonnage represents cargo operations for vessels which have sailed during the month.

8/22/2018

PORT OF PALM BEACH DISTRICT
CUMULATIVE ALL CARGO TONNAGE
FY 2018

CARGO TONNAGE (in short tons)	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Fiscal Year Oct 17 - Sep 18
General Cargo													
Container	118,131	117,208	115,138	104,928	108,023	125,355	104,864	126,180	107,581	105,888			1,133,296
Break-bulk	6,159	8,867	8,172	6,898	10,309	10,274	14,026	8,559	10,429	8,561			92,254
Trans-Shipment	3,860	4,882	4,455	4,079	5,497	4,269	7,056	6,713	6,089	5,274			52,174
Sub-Total General Cargo	128,150	130,957	127,765	115,905	123,829	139,898	125,946	141,452	124,099	119,723	-	-	1,277,724
Bulk and Dry Cargo													
Asphalt	7,165	7,079	11,058	9,385	7,017	4,503	6,338	17,383	13,676	9,222			92,826
Diesel Fuel	11,995	13,451	14,917	12,115	-	15,064	12,024	11,847	16,986	15,004			123,403
Utility Fuel Oil	-	-	-	-	-	-	-	-	-	60,583			60,583
Miscellaneous	-	-	-	-	-	-	-	-	-	-			-
Recyclable Steel	-	-	-	9,230	6,350	-	-	12,125	-	-			27,705
Molasses	-	-	54,753	-	44,105	-	27,562	-	13,236	-			139,656
Sugar	58,716	58,716	43,932	58,716	44,100	14,700	44,100	44,100	29,400	44,016			440,496
Sub-Total Bulk and Dry Cargo	77,876	79,246	124,660	89,446	101,572	34,267	90,024	85,455	73,298	128,825	-	-	884,669
TOTAL ALL CARGO	**206,026**	**210,203**	**252,425**	**205,351**	**225,401**	**174,165**	**215,970**	**226,907**	**197,397**	**248,548**	**-**	**-**	**2,162,393**
Containers - 20-Foot (TEU)													
Inbound	10,415	11,903	11,377	12,745	12,138	12,917	12,183	13,202	10,652	11,248			118,780
Outbound	12,453	12,558	13,125	11,815	12,274	14,076	12,365	13,686	10,015	10,433			122,800
Trans-Shipment	373	496	421	413	447	359	607	560	533	439			4,648
TOTAL TEUs	23,241	24,957	24,923	24,973	24,859	27,352	25,155	27,448	21,200	22,120	-	-	246,228
Rail Cars (total)	1,478	1,619	1,665	1,509	1,529	1,796	1,585	1,931	1,973	1,607			16,692
Vessels (cargo)	116	135	136	124	120	142	123	124	126	112			1,258
Vessels (Multi-Day)	-	-	5	15	14	15	24	31	30	31			165
Passengers													
Multi-Day	-	-	11,810	30,871	37,579	44,615	52,131	59,459	58,450	77,113			372,028
Other (includes in transit)	-	-	141	-	-	-	-	-	-	-			141
TOTAL PASSENGERS	-	-	11,951	30,871	37,579	44,615	52,131	59,459	58,450	77,113	-	-	372,169

PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
JULY 2018

ALL CUSTOMERS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
				TONNAGE	248,548	2,162,393	2,089,955
REVENUE	$ 1,596,299	$ 12,145,460	$ 10,969,563	TEUS	22,120	246,228	240,274
RENTS	367,337	3,643,433	3,533,402	RAILCARS	1,173	16,692	15,886
TOTAL	$ 1,963,636	$ 15,788,893	$ 14,502,965	PASSENGERS	77,113	372,169	370,533

TROPICAL SHIPPING

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 410,146	$ 4,512,905	$ 3,939,091	TONNAGE	108,829	1,163,352	1,115,946
RENTS	122,142	1,146,726	1,129,947	TEUS	21,502	240,774	234,572
TOTAL	$ 532,288	$ 5,659,631	$ 5,069,038	RAILCARS	1,575	16,498	15,760

MULTI-DAY CRUISE (including parking)

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE-NET	$ 728,849	$ 4,089,033	$ 3,655,227	TONNAGE	0	0	0
RENTS	12,000	97,032	100,219	CARS	8,844	47,829	48,997
TOTAL	$ 740,849	$ 4,186,065	$ 3,755,446	PASSENGERS	77,113	372,028	370,533

FLORIDA SUGAR AND MOLASSES

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 61,430	$ 893,059	$ 979,497	TONNAGE	44,016	580,152	645,528
RENTS	19,922	199,217	199,217	TEUS	0	0	0
TOTAL	$ 81,352	$ 1,092,276	$ 1,178,714	RAILCARS	0	0	0

TEETERS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 70,202	$ 566,797	$ 430,129	TONNAGE	5,584	47,047	43,575
RENTS	28,021	272,503	234,008	TEUS	190	1,644	1,875
TOTAL	$ 98,223	$ 839,300	$ 664,137	VEHICLES	1,160	9,740	7,146

SOUTH FLORIDA MATERIALS/VALERO

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 32,175	$ 287,276	$ 294,991	TONNAGE	24,226	216,229	191,704
RENTS	2,996	29,928	29,291	TEUS	0	0	0
TOTAL	$ 35,171	$ 317,204	$ 324,282	RAILCARS	4	10	28

GULFSTREAM

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 20,471	$ 238,921	$ 277,575	TONNAGE	3,906	42,593	47,515
RENTS	17,208	174,165	148,636	TEUS	428	3,733	3,788
TOTAL	$ 37,679	$ 413,086	$ 426,211	RAILCARS	2	16	18

T PARKER HOST

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 16,025	$ 277,562	$ 390,003	TONNAGE	690	13,449	13,517
RENTS	419	4,193	4,080	TEUS	0	15	39
TOTAL	$ 16,444	$ 281,755	$ 394,083	RAILCARS	0	0	0

STONEROCK

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 28,386	$ 322,805	$ 240,997	TONNAGE	0	27,705	30,078
RENTS	17,948	175,383	163,333	TEUS	0	0	0
TOTAL	$ 46,334	$ 498,188	$ 404,330	RAILCARS	0	0	0

MINIMUM GUARANTEES

	CURRENT YEAR UNIT	CURRENT YEAR YTD	PRIOR YTD
CEMEX(USA)	150,000 st	$ 151,500	$ 150,000
So. FL Materials	800,000 bbl	-	59,778
TOTAL		$ 151,500	$ 209,778

ADDITIONAL RENTS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
MERCHANTS	$ 34,122	$ 341,221	$ 281,704
GSA	40,557	405,575	405,653
CBS	10,158	100,985	99,005
CHENEY	7,931	79,305	76,422
SHAMBA	-	75,064	187,660
ALL OTHER	46,655	469,889	415,634
	$ 139,423	$ 1,472,039	$ 1,466,078

PORT CONTRACTORS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 20,151	$ 133,291	$ 12,531	TONNAGE	569	8,322	703
RENTS	7,258	72,247	58,593	TEUS	0	62	0
TOTAL	$ 27,409	$ 205,538	$ 71,124	RAILCARS	9	28	0

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-3

PREPARED BY: Paul J. Zielinski Deputy Director - CFO September 20, 2018

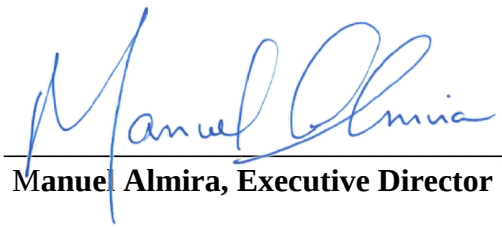
SUBJECT: **Cash and Investments for July 2018**

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

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

RECOMMENDATIONS: Motion to approve the Cash Balances and Cash Flow Summaries, FDOT Seaport Grants, and American Express Monthly Statement – July 2018.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
CASH BALANCES
JULY 31, 2018

UNRESTRICTED CASH:			
Operating Accounts	**$ 16,625,999**		
Petty Cash	1,600		
TOTAL UNRESTRICTED CASH			**$ 16,627,599**
RESTRICTED CASH:			
Board Restricted			
Capital Improvement:			
FDOT Seaport Grant Projects (1)	$ 3,966,045		
Less: Grant Receivable	$ (334,341)		
Net Grants	**$ 3,631,704**		
Other Capital Improvement	$ 258,354		
Total Capital Improvement	**$ 3,890,058**		
Renewal and Replacement:			
Cruise Terminal Infrastructure Fee	$ 165,876		
Other Renewal and Replacement	$ 875,497		
Total Renewal and Replacement	**$ 1,041,373**		
Port Development	**$ 736,066**		
Deposits and Other	**$ 375,000**		
Total Board Restricted Cash		**$ 6,042,497**	
Bond Restricted - Debt Service			
Reserve for Revenue bonds	$ 4,404,071		
Sinking Fund Bond Escrows for P&I	$ 3,388,477		
Total Bond restricted Cash		**$ 7,792,549**	
TOTAL RESTRICTED CASH			**$ 13,835,046**
TOTAL CASH			**$ 30,462,645**

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

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

	REVENUE	O&M	0&M IMPRESS	PAYROLL IMPRESS	PETTY CASH	TOTAL OPERATIONS - UNDESIGNATED
Begin Balance 10/01/2017	*11,005,015*	*1,734,865*	*0*	*8,732*	*1,600*	*12,750,212*
Beginning Balance 7/1/2018	$ 14,106,621	$ 2,160,520	$ 0	$ 44,064	$ 1,600	$ 16,312,805
Receipts	2,185,302	57,216	-	-	-	2,242,518
Transfers In	-	0	1,099,512	251,000	-	1,350,512
Interest	5,541	-	-	-	-	5,541
Payments	(38,172)	(44,933)	(1,099,512)	(253,322)	-	(1,435,939)
Transfers Out	(1,847,838)	-	-	-	-	(1,847,838)
Ending Balance 7/31/2018	$ 14,411,454	$ 2,172,803	$ -	$ 41,742	$ 1,600	$ 16,627,599
NET CHANGE (Current)	304,833	12,283	(0)	(2,322)	-	314,793
NET CHANGE (YTD)	*3,406,439*	*437,937*	*0*	*33,010*	*0*	*3,877,387*

	CUSTOMER DEPOSITS	PORT DEVELOPMENT	PORT DEVELOPMENT IMPRESS	RENEWAL & REPLACEMENT 2016 DHS PORT SECURITY GRANT	RENEWAL & REPLACEMENT OTHER	RENEWAL & REPLACEMENT IMPRESS	RESTRICTED DEBT SERVICE ACCOUNTS	TOTAL RESTRICTED CASH
Begin Balance 10/01/2017	*25,000*	*372,452*	*0*	*0*	*798,586*	*0*	*4,686,644*	*5,882,682*
Beginning Balance 7/1/2018	$ 375,000	$ 683,199	$ -	$ -	$ 918,023	$ -	$ 7,457,767	$ 9,433,989
Receipts	-	20	-	98,342		-	-	98,362
Transfers In	-	71,715	18,867		199,919	76,569	324,034	691,104
Interest	-	-	-	-	-	-	10,747	10,747
Payments	-	-	(18,867)	(30,994)	-	(45,576)	-	(95,436)
Transfers Out	-	(18,867)	-	(67,348)	(76,569)	(30,994)	-	(193,778)
Ending Balance 7/31/2018	$ 375,000	$ 736,066	$ -	$ -	$ 1,041,373	$ -	$ 7,792,549	$ 9,944,988
NET CHANGE (Current)	-	52,868	-	$ -	$ 123,350	$ -	334,781	510,999
NET CHANGE (YTD)	*350,000*	*363,614*	*0*	*0*	*242,787*	*0*	*3,105,905*	*4,062,306*

	CAPITAL IMPROVEMENT FDOT SEAPORT GRANTS	CAPITAL IMPROVEMENT OTHER	TOTAL CAPITAL IMPROVEMENT - DESIGNATED	TOTAL ALL CASH
Begin Balance 10/01/2017	*5,519,288*	*1,036,086*	*6,555,374*	*25,007,682*
Beginning Balance 7/1/2018	$ 3,814,546	$ 747,724	$ 4,562,269	$ 30,309,063
Receipts	161,978		161,978	2,502,858
Transfers In	1,319,419	834,189	2,153,609	4,195,225
Interest/Dividends	-		-	16,288
Payments	(830,049)	(4,140)	(834,189)	(2,365,565)
Transfers Out	(834,189)	(1,319,419)	(2,153,609)	(4,195,225)
Ending Balance 7/31/2018	$ 3,631,704.00	$ 258,353.88	$ 3,890,058	$ 30,462,645
NET CHANGE (Current)	$ (182,841.89)	$ (489,369.65)	(672,212)	153,581
NET CHANGE (YTD)	*(1,887,584)*	*(777,732)*	*(2,665,316)*	*5,454,963*

Port of Palm Beach - FDOT Seaport Grants										
FDOT Project No.	**Contract No.**	**Project Description**	**Execution Date**	**Expiration Date**	**Matching Ratio**	**Total FDOT Grant**	**Total FDOT Funding**	**Original Port Match**	**Port's Current Match Requirement @ 07/31/18**	**STATUS**
422827-1-94-02	AR857	Berth 17 - BOND	12/04/13	12/04/18	Front End Funded	$ 9,202,000	$ 4,601,000	$ 4,601,000	$ -	Open & under construction
422827-1-94-03	G0995	Berth 17 - JPA NON BOND	04/01/16	12/31/17	50 / 50	$ 1,500,000	$ 750,000	$ 750,000	$ 750,000	Open & under construction
422827-1-94-03	G0995	Berth 17 -SJPA No. 1 NON BOND	01/10/17	12/31/17	50 / 50	$ 1,500,000	$ 750,000	$ 750,000	$ 750,000	Funds to be used after bond monies are spent
435033-1-94-01	ARJ70	Tropical Shipping Reefer Line Expansion	07/29/14	12/31/18	50 / 50	$ 550,000	$ 275,000	$ 275,000	$ 275,000	Project delayed until MOB demolition
439974-1-94-01	G0E90	MOB Demo. & Cargo Laydown Capacity Improv. - Design & Permitting	05/26/17	12/31/18	50 / 50	$ 340,000	$ 170,000	$ 170,000	$ -	Open & in planning phase
440705-1-94-01	G0O78	MOB Demo. & Upland Cargo Improvement	08/28/17	12/31/19	50 / 50	$ 4,000,000	$ 2,000,000	$ 2,000,000	$ 1,882,120	Open & in planning phase
436215-1-94-01	ARL88	On Port Rail Facility Expansion	09/22/14	12/31/18	50 / 50	$ 1,060,090	$ 530,045	$ 530,045	$ 31,988	Open & Under construction
434833-1-94-01	ARS49	Berth 1 Expansion	03/06/15	12/31/18	50 / 50	$ 769,000	$ 384,500	$ 384,500	$ 276,937	Open & in planning phase
439152-1-94-01	GO846	Master Plan Update	02/01/16	12/31/18	50 / 50	$ 250,000	$ 125,000	$ 125,000	$ -	Project completed but not closed out
Port of Palm Beach - FDOT Seaport Grants										
									$ 3,966,045	

PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 07/28/18

BUSINESS DEVELOPMENT FUND:

ADOBE- MONTHLY SUBSCRIPTION FEE	$	49.99
FACEBOOK-SOCIAL MEDIA ADVERTISING	$	49.97
GODADDY.COM-DOMAIN RENEWALS	$	116.02
HARBOURSIDE PLACE-PARKING FEE-ATTENDING PUBLIC RELATIONS SOCIETY OF AMERICA	$	5.00
DISCOVER THE PALM BEACHES-ONE TICKET TO SUMMER TOURISMCELEBRATION JULY 18	$	20.00
PALM BEACH POST- MONTHLY SUBSCRIPTION FEE	$	23.31
SOUTH FLORIDA BUSINESS JOURNAL-ONE TICKET TO BREAKFAST WITH SFBJ EDITORIAL STAFF	$	55.00
SUN SENTINEL- MONTHLY SUBSCRIPTION FEE	$	15.96
IANA/INTERMODAL ASSOCIATION OF NORTH AMERICA-MEMBERSHIP DUES	$	350.00
RACETRAC-FUEL FOR PORT VEHICLE-CARL BAKER	$	51.84
FORUM CLUB OF THE PALM BEACHES-SEAN SPICER-FULL SEASON TABLE	$	450.00
NPB COUNTY CHAMBER OF COMMERCE-BUSINESS BEFORE HOURS-KATHERINE WALDRON & GUEST	$	60.00
MARRIOTT- REFUND-CANCELLATION FEE CHARGED IN ERROR FOR COMMISSIONER ENRIGHT'S RESERVATION	$	(211.62)
RIVER CITY BREWING-LUNCH WITH USACOE GUEST AND J. SOLER, C. BAKER, J. JOHN, P. ZIELINSKI -DISCUSSED:DREDGING OF AREA "D"	$	150.00
TWIN PEAKS RESTAURANT-LUNCH W/COMMISSIONER RICHARDS.-M. ALMIRA	$	51.84
SOUTHERN KITCHEN-MONTHLY BREAKFAST MEETING WITH COMMISSIONER PEYTON MCARTHUR-M. ALMIRA	$	31.80
LABAMBA-LUNCH WITH GLENN DIAZ, ROLAND SMITH OF FULF STREAM AGENCY AND KEN HERN-M. ALMIRA	$	63.23
LABAMBA-LUNCH WITH RALPH PEREIRA OF COMMERCIAL STEEL AND KEN HERN-M. ALMIRA	$	78.88
① **CHECK # 6225 - 08/23/18**	**$**	**1,411.22**

OPERATIONS AND MAINTENANCE FUND:

CVS PHARMACY-COMMISSIONER CANDY AND 2-$25 SERVICE AWARD GIFT CARD PLUS ACTIVATION FEE	$	74.39
AICPA- ANNUAL MEMBERSHIP & CPE - D. KIRCHMAN	$	664.00
ALI-GATOR TIRE-MOUNTED TIRES ON PORT VEHICLE WITH TIRES WE PURCHASED	$	40.00
WALMART-COFFEE MAKER AND FILTERS FOR BOARD ROOM MEETINGS/EVENTS	$	20.17
AMAZON-RESTOCK OF WALL CHARGERS AND CORDS & MEDICINE SUPPLY FOR STAFF	$	70.71
AMAZON-ICE SCOOP AND COVER, RESTOCK IPAD COVERS	$	71.93
EBAY-RISERS FOR CENTERPIECES & SHOWCASE	$	16.97
AMAZON-CREDIT FO IPAD COVER	$	(19.99)
AMAZON-CAR CHARGER FOR C. BAKER & CUP HOLDER FOR BD MTGS	$	28.02
WALGREENS-EXEC CANDY RESTOCK	$	12.81
AMAZON-CAR CHARGER FOR J. KACZWARA PLUS 2 FOR BACKUP	$	48.12
AMAZON-OTTERBOX IPAD COVER FOR R. LAIRD	$	45.99
AMAZON-CAR CHARGERS FOR BACKUP	$	58.72
CLEANITSUPPLY.COM-DIVIDER TABS FOR BOARD BOOKS	$	33.06
ULINE-2 BRASS STENCILS	$	259.27
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	$	24.99
ULINE-(2) 42" STANDARD DRUM FANS	$	1,159.84
SIMPLISAFE.COM- MONSHTLY SUBSCRIPTION FOR SECURITY SYSTEM ON PEANUT ISLAND	$	24.99
GREENPAPERPRODUCTS.COM-1 PACK OF 500 CUPS	$	79.46
MORPHOTRUST-TWICK BADGE ISSUE-MARGARITA DIAZ	$	125.25
MORPHOTRUST-TWICK BADGE ISSUE-LAUREN WILLIAMS	$	125.25
① **CHECK # 21562 - 08/23/18**	**$**	**2,963.95**

① THE ABOVE CHARGES WERE THROUGH THE MONTHLY **STATEMENT ENDING ON 07/28/18.**

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-4

PREPARED BY: Paul J. Zielinski Deputy Director - CFO September 20, 2018

SUBJECT: **Accountant's Review Report for July 2018**

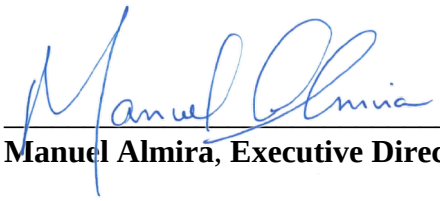
BACKGROUND: The firm of Divine, Blalock, Martin & Sellari, LLC has performed their monthly accounting services for the Port of Palm Beach District and has issued their review reports for July 2018.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: None

RECOMMENDATIONS: Motion to approve the Accountant's Review Report for July 2018 issued by the firm of Divine, Blalock, Martin & Sellari, LLC to the Port of Palm Beach District.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN:_____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

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

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

BARBARA AHEARN-DUNN, EA
JACQUELINE CARTIER, EA
MARY ELIAS, CDFA, CFE, CMA
ANTHONY J. SELLARI, EA

Established in 1932
Divine Blalock Martin Sellari LLC
Your gain...our goal!

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

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI
*****REGULATED BY THE STATE OF NJ

August 14, 2018

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

Dear Port Commissioners:

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

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

We have found no material errors or omissions.

Sincerely,

Michael Daoud

Michael Daoud
Account Manager

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-5

PREPARED BY: Paul Zielinski Chief Financial Officer September 20, 2018

SUBJECT: CONTRACT RENEWALS

A. Everbridge, Inc.
B. Nozzle Nolen – Subterranean Termite/Chiller Plant
C. Social Navigator, Inc.

BACKGROUND:

A. Everbridge, Inc. provides a mass notification/communications platform including a web-based portal to initiate emergency alerts and testing messages, reporting and administration in the event of operational emergency incidents, natural disasters and other crises. The annual cost is $14,998.00 – 75% Port Security Grant ($11,248.00) / 25% Port ($3,750.00), with no increase.

B. Nozzle Nolen provides yearly termite service to the Chiller Plant. The annual cost is $160.00, with no increase.

C. Social Navigator, Inc. is a real-time, live monitoring tool and search engine for web profiles, non-indexed web pages and social media intelligence, allowing the Port to quickly retrieve custom filtered data acquiring visibility on potential criminal and terrorist chatter and activities. The annual cost is $24,500.00 – 75% Port Security Grant ($18,375.00) / 25% Port ($6,125.00), reflecting a 25% increase, which represents the inclusion of Dark Web Access for the term of the subscription.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: These services are funded 75% Port Security Grant/25% Port (Everbridge, Inc. and Social Navigator, Inc.) and the FY2019 Operating Budget (Nozzle Nolen).

RECOMMENDATION: The Board of Commissioners is respectfully requested to authorize the Executive Director to execute 1-year contract extensions with Everbridge, Inc., Nozzle Nolen and Social Navigator, Inc.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

everbridge®
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
tel: +1-818-230-9700
fax: +1-818-230-9505
www.everbridge.com

Quotation

Prepared for:
Aidy Alonzo
Port of Palm Beach
One East 11th Street, Suite 600
Riviera Beach FL 33404
United States
Ph: (561) 383-4138
Email: aalonzo@portofpalmbeach.com

Quote #: Q-08520
Date: 10/5/2017
Expires On: 11/4/2017
Confidential

Rep: Michael Cardarelli
Phone: (818) 230-9509
Email: michael.cardarelli@everbridge.com

Contract Summary Information:	
Contract Period:	36 Months

Contact Summary:

Employee Count:	650

Year 1

QTY	DESCRIPTION	PRICE
650	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 8,098.00
1	Incident Communications with Smart Conferencing	USD 2,125.00
1	Everbridge ContactBridge	USD 1,275.00
1	Everbridge Community Engagement	USD 3,500.00
	Year 1 TOTAL:	USD 14,998.00

Professional Services

QTY	DESCRIPTION	PRICE
1	Everbridge On-site Education Services (GSA)	USD 3,294.00
	Professional Services TOTAL:	USD 3,294.00

Pricing Summary:

Year One Fees:	USD 14,998.00
One-time Implementation and Setup Fees:	USD 568.00

Professional Services:	USD 3,294.00
Total Year One Fees Due:	**USD 18,860.00**

Ongoing Fees:

Year Two Fees:	USD 14,998.00
Year Three Fees:	USD 14,998.00

Terms & Conditions

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of GSA Contract No. GS-35F-0692P and the GSA Approved End User License Agreement ("EULA"), the latter of which is attached hereto and incorporated by reference.
3. Subject to sales taxes where applicable.
4. The supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override GSA Contract No. GS-35F-0692P, or the EULA.

Supplemental Notes:
This quote is for up to 650 contacts using Mass Notification, and up to 80,000 opt-in contacts in Community Engagement.

Authorized by Everbridge:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

To accept this quote, sign, date and return:

Signature: _____ **Date:**

Name (Print): _____ **Title:** _____

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging
*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
Two (2) Organization with unlimited nested static and dynamic groups
Access to Everbridge Elastic Infrastructure for message delivery
Custom branded community opt-in portal with custom fields and opt-in subscriptions
Flexible role-based access controls to manage user permissions
Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
Ability to send standard, polling, or on-the-fly ‘One-Touch’ Conference Call messages
One-screen broadcast creation workflow to speed message creation and reduce human error
Everbridge Network to access situational intelligence & notifications shared by other public and private groups
Publish notifications directly to Websites and services that support API access via HTTPS using ‘Web Posting’
Contact filtering based on custom criteria
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI) Automatic address geo-coding for contacts
Organization specific customizable caller ID, greetings, and broadcast settings
SMPP based SMS text messaging
Multi-language Text to Speech Engine and Custom Voice Recording
Real-time reporting for improved situational awareness and easier after action analysis
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary
Unlimited Notification Templates
Self-service Single Contact Record Adjustments
Self-service Contact Import via CSV Upload
Bulk Contact Management Automation via Secure FTP
4 Everbridge basic conference bridge codes

Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support Dedicated Account Manager

Everbridge Incident Communications

Delays and errors in operational communications happen every day increasing recovery times, impacting revenue and increasing risk. Everbridge Incident Communications automates your notification procedures by allowing users to select pre-defined messages and processes to use for a specified incident and then determining the correct list of stakeholders and responders.

Access

1 (one) Incident Management Organization Unlimited
Incident Administrator and User seats

Key Features

Unlimited Incident Templates
Incident Templates supporting different messages & delivery settings based on notification phase (New, Update, Close)
Multi-step workflow that prompts users to add required incident details
Incident communication logging for all broadcast and confirmations
Incident journal to capture additional details not included in incident communications
Reporting of all incident communications details and responses in a PDF format
Custom reports analyze incident communications effectiveness
Communication broadcasts and confirmations include audit trails and timestamps
Search across incidents using status, user, type and date
Real-time incident dashboard for operators showing all open incidents
4 Everbridge basic conference bridge codes

Set-up, Implementation, and Support

Up to 10 total hours of a dedicated Implementation Specialist inclusive of Mass Notification Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Everbridge ContactBridge

Everbridge ContactBridge application allows users to aggregate mobile recipient feedback in a single communications place enabling decision makers to communicate efficiently with first responders, and their employees and constituents. Below is a list of key system inclusions with Everbridge ContactBridge Application.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via ContactBridge Notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web interface console to display aggregated Information
Unlimited administrator access to the Everbridge System

Key Notification Features

Fully integrated with Everbridge Mass Notification
Custom threshold rules and settings for ContactBridge initiated messages

- Define messages and key recipients upon threshold trigger
- Visual and automated alerts when Threshold is reached

Receive and display images, comments and location information from contacts
Advanced Graphical Reporting including Geographic locations if available
Recipient ContactBridge Application for iOS and Android Devices

Set-up & Implementation

Access to a dedicated Implementation Specialist during a Standard Implementation
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Creation and Test Notification Support
Unlimited Access to Everbridge University
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers
Dedicated Account Manager

For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

Everbridge Community Engagement (SLG)

The Community Engagement solution supports easy opt-in capabilities for both public and private events. Gathering opt-ins, whether the general public or internal stakeholders, can be very difficult. With mobile keywords, large groups of people can easily opt-in to a database by texting a keyword. Additionally, the Visitor Engagement solution allows you enable event-focused web pages to increase the visibility and safety of your event.

Usage*

- Unlimited E-mail Messages
- Unlimited Facebook & Twitter Postings
- Unlimited SMS Messages within the United States

Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited number of keyword Opt-In recipients
- Access to 5 event keywords
- Access to Public and Private Event Web Pages which are integrated with your Member Portal and can include registration widgets and social sharing options so visitors can share your notifications to their social networks.

Key Notification Features

- Publish event based notifications via e-mail and SMS
- Publish event based notifications directly to Facebook and Twitter
- Publish event based notifications directly to Event Web Pages
- Automatic opt-in expirations
- Zip Code opt-in functionality for residents
- Google Public Alerts integration
- SMPP based SMS text messaging
- Messaging templates to speed up communications
- SMS, Email, Delivery Reporting

Set-up, Implementation & Support

- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support

1 DAY MASS NOTIFICATION ON-SITE TRAINING

MASS NOTIFICATION - ADMINISTRATOR TRAINING

+ Audience: All Everbridge Organization Leaders and organization administrators using Mass Notification
+ Prerequisites: No prerequisites
+ Duration: 1/2 Day

COURSE OUTLINE

+ Introduction of Mass Notification
    + Everbridge URL and Logging In
    + Everbridge Roles
+ User Management
    + Creating Users
    + Assigning Roles - Account Admin, Organization Admin, and Group Leader
+ Notifications
    + Overview of New Notifications
    + Notifications Templates
    + Active Broadcast/Historical Reporting
+ Contacts
    + Creating Contacts Manually
    + Creating Groups Manually
    + Creating Rules that are Used When Sending a Notification
    + Using an Upload File
+ Settings
    + Organization Settings
    + Broadcast Settings
    + Contact and Group Settings
    + GIS Settings
+ Mobile Manager App
    + Organization Settings
    + Broadcast Settings

MASS NOTIFICATION - USER TRAINING

+ Audience: All Everbridge Organization Leaders, organization administrators, and group Leaders (Users) using Mass Notification
+ Prerequisites: No prerequisites
+ Duration: 1/2 Day

COURSE OUTLINE

+ Introduction of Mass Notification
+ Notification
    + Initiating New Notifications to Individual Contacts, Groups, and Rules
    + Active Notifications
    + Viewing the Detailed Results of an Active Notification
    + Message Templates
    + Notifications Templates
    + Scheduled Notifications
+ Universe, Initiating Notifications Using the Map
    + Defining an Address With/Without a Radius
    + Drawing a Circle or a Polygon
    + Latitude and Longitude
    + Shape Library
    + Importing or Exporting a Shape
    + Ad Hoc Reports
+ Initiating Notifications
    + Using Contacts, Groups, or Rules
    + Viewing the Results on the Map
+ Reports
    + View an Overview of All Sent Notifications
    + Create Custom Reports

everbridge®

VISIT WWW.EVERBRIDGE.COM
CALL +1-818-230-9700

NOZZLE
NOLEN Termite Department

RENEWAL NOTICE

20
11/01/18

AMOUNT DUE 160.00

BILL TO

Bill-To: 1059628
PORT OF PALM BEACH
CHILLER PLANT
1 EAST 11TH STREET
RIVERIA BEACH, FL 33404

SERVICE LOCATION

Location: 1059628
PORT OF PALM BEACH
CHILLER PLANT
1 EAST 11TH STREET
RIVERIA BEACH, FL 33404

Sub. termite treat. renewable

Dear valued customer,

It's time to schedule your annual termite inspection. Please call us at 561-844-3544. The inspection process is a very important part of maintaining the protection of your property against termites. Whether it is subterranean or drywood termites, our experienced inspectors will thoroughly inspect your property to ensure that there are no signs of live activity. So please call to schedule your inspection today.

Here in South Florida, our tropical climate makes for a perfect environment for both subterranean and drywood termites to thrive. Don't let these termites destroy your most valuable asset!

Here at Nozzle Nolen, we firmly stand behind our termite service guarantee. We truly value you as a customer and we look forward to protecting your property for another year. To better serve you, please update us with any changes to your contact information: cell phone numbers, e-mail addresses, etc. Also, please include your account information with your form of payment. Once again, thank you for your business and we look forward to serving you in the coming year.

Sincerely,
Your Nozzle Nolen Family
561-844-3544
www.nozzlenolen.com

PLEASE RETURN THIS PORTION WITH PAYMENT TO INSURE PROPER CREDIT - THANK YOU

Bill-To: 1059628 PORT OF PALM BEACH
Work Location: 1059628 PORT OF PALM BEACH

20
11/01/18
160.00

REMIT TO

Nozzle Nolen
Attn: Termite Department
5400 Broadway Avenue
West Palm Beach, FL 33407

AMOUNT PAID $ _____ CHECK NO. _____

CREDIT CARD NO. _____ EXP. _____

SIGNATURE _____

OR YOU MAY PAY YOUR BILL ONLINE: WWW.NOZZLENOLEN.COM

NN-043 (02/14)

navigator

Open Source Intelligence Proposal
August 15, 2018

PORT of Palm Beach
IMPORT • EXPORT • YOUR PORT

Prepared By:
Richard Bagnell
Intelligence Solutions Executive
LifeRaft
902-292-2656
richard@liferaftinc.com

Port of Palm Beach – Renewal Pricing + Dark Web

Valid Until:
Oct 31, 2018

Annual Subscription Details:

Service	Description	Term Pricing	Term
Full Feature Access - Protected Pricing	• Live-Monitoring for Geo & Non-Geo Queries • Maximum of 5 Administrative Users • Maximum 300,000 posts/month (no overage fees*) • Historic Searches - 60 days/month • Basic People Search • Network Link Analysis • Post & Image Retention • Reporting & Export capabilities • Ongoing Client Support • Enhanced People Search - 500 credits/yr • Deep Web Search - Unlimited • Dark Web Search – 18,000 credits/yr	$24,500.00	Annual Contract
Renewal Subscription Dates	11/27/2018 - 11/26/2019	N/A	Annual
Promotional Feature	• On signing renewal agreement, receive Dark Web Access at no charge for remainder of current subscription	No charge	Renewal Signature date – Nov 27, 2018
TOTAL	Paid up-front in full. All prices quoted in USD, applicable taxes & fees not included.	**$24,500.00**	**USD**

***Fair Usage Model:** Data usage and feature expiries can be tracked within the platform. If you continually exceed your monthly data limit (300,000 posts) or what is a deemed reasonable and appropriate data usage, a representative from our team will reach out to assist you in refining your queries. Additional Enhanced People can be purchased at any time. Our Standard Terms of Use apply.

Customer Approval:

Customer Name:		Signature:	
Title:		Date:	
Email:		PO Required?	Yes / No
Phone:		PO#	

Please see appendix attached for feature details of the Navigator Platform.

Appendix – Feature Description

Live Monitoring: View real-time posts populated from your custom query in list view, tile view, map view, word cloud, and authors. Additional tools within the Live Monitoring feature include Advanced Search, Channel Filters and CSV Export.

Dashboards: Display live graphs, charts, word clouds and maps using real-time data from live queries and subjects. Multiple dashboards can be created based on case management or investigative needs.

Queries: Customized search that captures posts from selected channels, using customer defined geographic and keyword criteria, with or without a Geo-Fence. Combine queries to merge live queries and/or historic queries together under a single view for combined review and analytics.

Geo-Fences: Set a perimeter around a geographic location to pull in posts with location services turned on within that geographic area.

Peek: Real-time snapshot of the most recent geo-located posts within a defined Geo-Fence.

Global Awareness: Display emerging global risks and localized event data. Events will be plotted on the map and annotated with details. Add custom user-defined Twitter feeds to display alerts from local emergency services accounts.

Historic Search: Recreate an event from a social perspective, with or without a Geo-Fence, to find posts from a specific date range.

Social Graph: Perform enhanced link analysis on social accounts. Identify Community, Influence and Location data to display the level and strength of an individual's social connections.

Mention Graph: Create a visualization of custom real-time relationship graphs of an account's @mentions on Twitter. Understand how many times users converse, at what times, and in relation to which topics.

People Search: Search custom criteria related a person to gain knowledge of potential social media accounts, locations, public records, phone numbers, and other data sources.

Following: Individual social media accounts that are flagged to initiate monitoring on an ongoing basis. Multiple accounts can be connected to a single Following.

Social Search: View an account's social history and social connections.

Deep Web Search: Perform web searches while being protected from counter surveillance techniques. Search topic-specific categories on unindexed web sources such as Pastebin, Reddit, Back Page, and others.

Dark Web: Search topics within Tor, I2P, Zeronet, Public FTP sites, Pastebin and other relevant Dark Web sources. Users can search within the Dark Web sources with several filters.

Tags: Create customized categories and associate all items within the platform to a single category or multiple categories.

Alerts: Set up notifications and summaries on your queries, high-risk keywords, and a Subject's activity.

Reports: Generate a custom report for a live, historic, or following that display graphs of data.

Translation: Translate individual posts or entire data sets to a specified language (all those currently supported by Google Translate).

Collaboration Notes: Add notes to almost all elements of the platform. Notes are viewable to the user-only, unless the element is shared, in which case the notes will also be shared.

Read-Only Users: An empty account that will be contributed to from other Full Access users determine what is shared. The Read-Only user can only see what is shared with them, they cannot edit.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-6

PREPARED BY: Paul Zielinski Chief Financial Officer September 20, 2018

SUBJECT: Contract Report

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

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ____X____

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Pending Items								
Everbridge, Inc.	Port Wide	Mass Notification/Communications Platform	Ken Hern/Aidy Alonzo	10/27/17	10/26/2018	1	Cost for 12 month subscription is $18,860.00	At any time, after executed quote has terminated.
Nozzle Nolen, Inc.	Chiller Plant	Subterranean Termites	Maintenance/Ken Hern	11/16/12	11/16/2018	1	Initial treatment: $880.00. Cost currently $150.00. 11/2013 - 11/2014 with no increase. 11/2/14 - 11/2/15 w/o increase. Nov. 2015 -Oct. 2016 $157.50. 2016 $160.00. 2017 no increase.	Termination if customer fails to correct any conducive condition identified with 60 days. Staff recommends one-year extension, with no increase.
Social Navigator, Inc.	Port Wide	Open source intelligence platform/Liferaft	Ken Hern/Aidy Alonzo	11/27/17	11/26/2018	1	Cost for 12 month subscription is $19,500.00	At any time, after executed quote has terminated.
Nestle Waters	MOC, POC	Bottled Water Service	Maintenance/Ken Hern	12/13/05	12/12/2018	1	1 yr. contract renewals thru 2012 - Cost is currently $4.99 per bottle delivered plus $4.99 rental per unit or approx. $3,000.00 per year. 12/12 w/o increase. 12/13 1 yr. renewal w/no increase. 2014, 2015, 2016 no increase. 2017 increase in btld. Water from $4.99 to $5.49. Current cost $3,300 per year.	Port shall give Lessor a minimum of 30 days written notice to terminate.
Southern Motive Power LLC	Locomotive 92 Day Service and emergency repairs	Locomotive and inspection service. Keeps up with FRA compliance.	Maintenance/Ken Hern	08/20/11	12/21/2018	1	Orig. cost $1,430.00. 7/12 (1) yr. cost are $1,997.02 due to larger locomotive which requires more filters. 8/13 price increase of $158.26 per every 92 days due to load meter and brake service. 2014/2015/2016/2017 $2,155.28 per yr. with no increases per inspection (Every 3 months) Mechanic $80.00 p/hr., Mechanic Helper $30.00 p/hrs.	Cancellation at any time with written notice.
MCCI	Administration	Laserfiche software & services - Port's records	Admin./Beatrice Greffin	12/28/17	12/27/2018	1	Annual support cost $5,365.60	Cancellation at any time with written notice.
Southwest Engineers	MOC	Chiller Water Treatment Services	Maintenance/Ken Hern	01/01/07	12/31/2018	1	1 year renewal through 12/10. Cost is currently $3,252.00 per year. 12/12 renewal w/o increase. 12/13 1 yr. renewal w/a 4% increase. Cost is $3,382.08 per yr. 12/14 renewal w/a 4% increase. Cost per year $3,517.32. This is a $135.24 increase per yr. 2015: Annual cost $3,660.00. This is a $142.68 increase over the last year. 5% incr. 2016, annual cost is $3880.00. No increase 2017.	Agreement can be terminated by either party by giving 30 days advance written notice.
Dunbar Armored, Inc.	MOC Office	Armored Car Service	Finance/Paul Zielinski	02/02/15	3/1/2019	1	Monthly rate of $190.00, plus fuel charge/overage charges. 2016: 4.2% increase. $215.41/month. 2016: Endorsement: $230.00 p/m. 2017 - changed to 2 days/wk. new rate $205 per mo. 2018 - $226.15 per month	Written notice of termination is 90 days prior to any anniversary date.
Nozzle Nolen, Inc.	Various Locations: MOC/CT, MOB, POC & S. Gate	Pest Control	Maintenance/Ken Hern	05/02/07	3/10/2019	Monthly	2016: Consolidated Agreement: $433 p/month.($50.00 savings p/m). 1 yr. ext. 2017 - no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
SHI International Corp.	Executive Offices	Agenda management system	Admin./Beatrice Greffin	03/20/18	3/19/2019	1	Annual start up cost of $5,280 and each year after.	Termination at any time with written notice.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
AT&T	Port Wide	Local, long distance and internet	MIS/Richard Laird	03/17/08	3/23/2019	3	Local/long distance/internet combined agreement $3,406.40 per month.	Either party may terminate upon 30 days written notice.
Nozzle Nolen, Inc.	MOC	Subterranean Termites	Maintenance/Ken Hern	4/7/2009	4/6/2019	1	Initial treatment $1,925.00 and $285.00 p/month. 2016: $305.00 p/ month - No increase from 2015	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen, Inc.	Southgate Warehouse	Asian Sub-Termites	Maintenance/Ken Hern	1/20/2008	4/18/2019	1	Initial treatment: $4,275.00. First yr. free with the renewal rate $1,012.00 in 2013. 2 inspections per yr. with 4 additional yrs. 2014 - $1,012.00 per year w/no increase. 2015 - $1,012.00 per year w/no increase . 2016 - $1,012.00 per year w/no increase	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen, Inc.	CT	Subterranean Termites	Maintenance/Ken Hern	4/20/2015	4/19/2019	1	Initial treatment $5,518.00 and $725.00 p/month. 2016: $725.00 p/ month - No increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
idSoftware	Security	Vischeck Visitor Management System for visitors and employees.	Security/Ken Hern	05/01/16	4/30/2019	1	$4,188.00 per year. Covered under 2016 PSGP.	Cancellable at any time, with written notification of effective termination date.
Civic Plus	Web Site	Redesign service agreement plus notification system (integrates SMS, email and social media)	Bus. Development/Jarra Kaczwara	05/01/13	4/30/2019	1	1 year maintenance agreement and full site redesign. After 48 months the port receives a free site redesign. 2015 will renew with a 5% increase. Total will be $4,775.40/2016: $5,013.67/2017, $5,264.35/2018, plus communication platform ($1,990) and SSL certificate ($100) annually.	60 day written notice.
Nozzle Nolen	MOC/CT	Termite Agreement/Drywood	Maintenance/Ken Hern	05/07/09	4/30/2019	1	Initial treatment: $800.00. Cost is $175.00 per year. 2012 extended contract w/o increase. 2013 $175.00 w/no increase. 2014 - $175.00 per year w/no increase. 2015 - $175.00 per year w/no increase. 2016 - $175.00 per year w/no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen	South Gate Warehouse, Units 2,3 & 4	Rodent Control and Monitoring	Maintenance/Ken Hern	05/22/18	5/21/2019	1	Initial cost $820. $180 per month.	Termination if customer fails to correct any conducive condition identified with 60 days.
Nozzle Nolen, Inc.	POC/Maintenance	Subterranean Termites	Maintenance/Ken Hern	05/28/13	5/27/2019	1	Subterranean Termites Control at the maintenance building (POC #13): Initial treatment $2,610.00 with $395.00 per year for service. 2014 - $395.00 per year w/no increase. 2015 - $395.00 per year w/no increase. 2016 - $395.00 per year w/no increase.	Termination if customer fails to correct any conducive condition identified with 60 days.
Johnson Controls	MOC/CT, Merchants	Fire Pump Test & Inspect	Maintenance/Ken Hern	06/01/11	5/31/2019	1	One year renewals through 05, new 3 yr. contract 5/05, 3% incr. 3 yr. ext. 2011 - 2014 - Cost is currently $17,590.00 per year. 3 yr. ext.2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase ($20,305)	30 day written notice.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Johnson Controls	MOC/CT, Eastern Frt., POC	Fire Sprinkler System Test and Inspect	Maintenance/Ken Hern	06/01/11	5/31/2019	1	One year renewals through 05, new 3 yr. contract 05, 3% incr. 3 yr. ext. 2011 - 2014- Cost is currently $17,590.00 per year. 3 yr. ext. 2014 - 2017 w/an increase to the MOC/CT because of additional services. 2017 - 1 yr. ext. with 6% increase ($20,305) 2018 1 yr. ext. with 6.5% increase ($21,625)	30 day written notice.
Hilltop Securities (Formerly First Southwest Company (FSC))	MOC	Prep./submission of disclosure reports	Finance/Paul Zielinski	08/04/05	6/14/2019	1	2 yr. renewal through 09. 2011: 5-yr Contract. Cost is currently $1,500.00 per year. 1 yr extensions - 2016, 2017, 2018 - no increase.	30 days written notice.
Florida Court Reporting (FCR)	MOC	Court Reporting Services	Admin./Beatrice Greffin	06/16/15	6/15/2019	1	Cost is currently $7,165.00 per year. No increase, 2016, 2017. 2018 1 yr. ext. incr. in p. pg. from $6.00 to $6.50.	30 days written notice.
Iron Mountain	Off-site Location	Records Storage & Retention	Admin./Beatrice Greffin	07/01/02	7/1/2019	1	1 yr. renewals through 11 - Cost is around $2,400.00 per year, plus fuel surcharges. 6/12 storage increase of 6.3%. .40¢ per cubic ft. to .42¢ per cubic ft. per month. 2014 renew w/o increase. 2016: .471¢ per cubic ft. and $25.65/month Administrative Fee(Summary Billing) 2017 & 2018- 1 yr. exts. - see fee schedule for list of fees.	Either party may terminate this agreement upon written notice.
Gary, Dytrych, & Ryan	Legal Services	Legal Services	Executive Office/Manny Almira	09/10/98	7/31/2019	1	Automatic 1 yr. renewals through 06, 2-yr. renewal 06-08, with increase in rate from $160 - $200 p.h. 1-yr. renewals 09-18 same terms and conditions. Cost is currently $200 per hour.	30 days written notice.
Akerman Senterfitt (ASE)	Public Policy Consulting Services	Public Policy Consulting Services	Executive Office/Manny Almira	08/01/11	7/31/2019	1	1 yr. renewals through 2018. Current cost is $36,000 per year.	30 days written notice.
Nozzle Nolen, Inc.	Bldg. 12 (Old EFF)	Dry wood Termite	Maintenance/Ken Hern	08/06/15	8/5/2019	1	Original cost -Initial treatment $1,170.00. Renewal option for $225.00 @ yr. (Rates may vary after the first year) 2016: $225.00/ Yr. (Continuous protection)	30 days written notice by either party.
Gehring Insurance	3801 PGA Blvd. Suite 807 Palm Beach Gardens, FL 33410	Broker for medical, dental, vision, life, short-term disability policies.	Finance/Paul Zielinski	03/01/02	9/1/2019	N/A	Indefinitely appointed as Broker of Record, 2002. Board can recommend issuance of RFQ at any time.	Board may request to issue RFQ at any time. Will be addressed as part of the 2019 budget.
Guardian	P.O. Box 677458 Dallas, TX 75267	Provides Port-life ins, short term, long term	Finance/Paul Zielinski	10/01/16	9/1/2019	1		**Will be addressed as part of the 2019 budget.**
Humana/Comp Benefits	P.O. Box 769209 Roswell, GA 30076	Provides Port-paid and employee-paid vision insurance	Finance/Paul Zielinski	10/01/16	9/1/2019	1		**Will be addressed as part of the 2019 budget.**
United Healthcare	DC1-3 Corporate 4800 Deerwood Campus Parkway Jacksonville, FL 32246	Provides Port/employee paid health insurance.	Finance/Paul Zielinski	10/01/16	9/1/2019	1		**Will be addressed as part of the 2019 budget.**
Metlife		Port/employee paid dental insurance	Finance/Paul Zielinski	10/01/16	9/1/2019	1		**Will be addressed as part of the 2019 budget.**
Aspen American Insurance Co.	175 Capital Blvd. #300 Rock Hill, CT	Marine Liability, P&I/Hull Marine and Umbrella $5 Million .	Finance/Paul Zielinski	10/01/16	9/1/2019	1		**Will be addressed as part of the 2019 budget.**
idSoftware	Southgate Warehouse	Hardware & Software Support and Maintenance - TWIC fingerprint scanners.	Security/Ken Hern	03/01/14	9/30/2019	1	One year renewals thereafter. Current cost $18,024.00 per year.	60 days written notice.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Cision US, Inc.	Port Wide	Media and Analytics Monitoring Service	Bus. Development/Jarra Kaczwara	10/01/18	9/30/2019	1	Cost is $7,500.00 annually.	Cancellable at any time, at expiration of term.
Vesseltracker.com	Port Wide	Access to vesseltracker.com network, for vessel management	Operations/Ken Hern	05/10/18	5/9/2020	2	N/A	Cancellation by either party at any time with 90 days written notice
Greyson Technologies	Server Room	Network Consulting Services	MIS/Richard Laird	05/15/17	5/14/2020	3	Rate $175.00 per hour.	Cancellation at any time with written notice specifying effective termination date.
Netphone Communications	Port Wide	Low Voltage Computer Cabling and Fiber Optic Cabling Installation/Replacement Services	MIS/Richard Laird	06/14/17	6/13/2020	3	Rate: $45.00	Cancellation at any time with written notice specifying effective termination date.
Thyssenkrupp Elevator	MOC/Southgate	Elevator/Escalator Services	Maintenance/Ken Hern	07/07/17	7/6/2020	3	$4079.43/month	Cancellable at any time with written notice specifying effective termination date.
The Mariner Group, LLC	1301 Gervalis Street, Suite 502, Columbia, SC 29201	Command Bridge cloud based software (remote access) which consolidates all the various security hardware and software.	Security/Ken Hern	07/31/15	07/30/20	5 Yrs.	May extend term by mutual agreement or extend the period of a particular task order. Pricing for individual task order will be issued will be established in each task order.	30 days written notice
IKON Office Solutions (Ricoh)	MOC, POC, Security	Port wide copier agreement - 4th floor - 1035, 2nd floor - 2018, POC - 3500.	Finance/Paul Zielinski	09/01/15	8/31/2020	5	Cost is $234.00 per month, for all machines. 8/12 monthly increase to $269.10 which is a $35.10 month increase. 8/13 current monthly cost is $269.10 with an increase of $20.19 with the total cost of $289.29. 8/14 current cost is $289.29 for 3 copiers with an increase of $43.40 totaling $332.69 per month.2015 (Sept): Renewal cost $1808.28 which is a $164.40 increase over last year. 2015 (Nov) Entered into a 5yr agreement replacing old machines and old contract.	30 day written notice
PowerSecure Service, Inc.	MOC/Southgate	Quarterly Generator Inspections	Maintenance/Ken Hern	12/01/13	5/2/2021	3	1 yr. renewals thereafter till present. Cost is currently $5,380.00 per year for four quarterly inspections. Inspection includes the MOC and South Gate Generators. 12/12 w/o increase. Hourly rate decreased to $70.00 hr. 2013 - 2014 no increase. 2014 - 2015 2% increase for hourly rate to $85.00. 2015-2016, no increase. New agree./May 2017 - rate increase to $95.00 hr. 2018 3-yr. ext., rate from $95/hr to $105/hr.	Either party may terminate this agreement upon a 30 day written notice.
O'hara Landscape & Maintenance, Inc.	MOC	Landscape Services	Maintenance/Ken Hern	06/01/18	5/31/2021	3	Cost is $785 per month.	Either party may terminate this agreement upon a 30 day written notice.
Gilly Vending, Inc.	MOC/CT	Vending Services	Operations/Ken Hern	06/15/18	6/14/2021	3	Port receives 21% commission.	Contract shall be renewable for one additional year at the option of Owner, upon written notice to Contractor, prior to termination.
Palm Beach County	Security	Interlocal Agreement - Direct Access to County's Public Safety Trunked Radio System (formerly 800 MHZ Public Safety Radio System). R-2005-1338 R-2009-1086 - R-2013-1017	Security/Ken Hern	07/12/05	7/11/2021	4	4 yr. renewals in 2009 and 2013. Renewal & repl. fee $211.42/per unit and system maintenance is $226/per unit. The Port owns 45 portable radios. Annual cost is $19,683.90/annually 2017 - 2021.	Agreement can be terminated by either party with or w/o cause. Shall be effective only on Oct 1st of any yr. with a 6 mo. notice. At least 8mo. prior to expiration, port shall provide the County a request to renew.
Earth Systems, Inc.	Engineering	Environmental Services	Engineering/Jose Soler	02/27/17	02/26/22	5	Project Engineer $94.00 per hour (see contract file for other personnel rates)	90 calendar days written notice
Bowman Consulting Group, LTD	Port Wide	Professional surveying & mapping	Engineering/Jose Soler	03/01/17	2/28/2022	5	Project manager $150.00 per hour (see contract file for other personnel rates)	At any time with written notice specifying effective termination date.

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Ricoh	MOC	Lease/service agreements - MPC4503 -6th Floor color copier/behind recept. and MP7502 - 6th floor copier/copy room.	Finance/ Paul Zielinski	09/01/11	9/1/2022	5	Bid out in 2014. MPC4503 - $175.71 per mo. & MPC7502 - $178.05 per mo. New 5 yr. lease agreements/2017 - Color $227.13 p.m., B&W $175.71 p.m.	30 days written notice.
Landmark Elevator Consultants	MOC/Southgate	State mandated elevator/escalator inspection/reports and witness five-year safety tests	Maintenance/Ken Hern	4/1/2013	4/19/2023	5	5 year agreement. Cost is $160 per unit/state inspection/witness annual safety test, $95/hr 5-yr safety test and $75 re-inspection fee. 2018 5-yr ext. with incr. in 5-yr safety test from $85 to $95	48-hour written notice of cancellation.
Wells Fargo	MOC	Banking Services	Finance/Paul Zielinski	02/01/06	4/30/2018	Monthly	Fees may vary. The Port exercised its one year renewal option No additional cost to the Port. 2 year extension in 2010, through 2013. 6 mo. ext. through 4/30/18.	Can be terminated with 90 days' written notice by either party.
Morpho Trust	TWIC Office	TWIC Enrollment Services	Security/Ken Hern	11/21/11	Until Terminated	Monthly	Port paid: $7 per enrollment, $5 per activation (2011) $5 per applicant/HazPrint (2013)	Either party may terminate at any time, with 90 days written notice.
Jacobs (Formerly CH2M)	Port Wide	Consulting Engineers	Engineering/Jose Soler	03/11/08	Until Terminated	N/A	New contract 2008.	90 days written notice
Kimley Horn	Port Wide	Engineering Services/Work of a Specified Nature	Engineering/Jose Soler	03/15/18	Until Terminated	N/A	New contract 2018.	At any time for convenience.
Palm Beach Post	M.O.C.	Advertising Contract	Bus. Development/Jarra Kaczwara	01/13/98	Until Terminated	N/A	N/A	30 days written notice
Spectrum Municipal Services	M.O.C.	Financial Advisor	Finance/Paul Zielinski	04/20/00	Until Terminated	N/A	N/A	60 days written notice
Waste Management	300 Middle Road	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	Cruise Terminal	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	M.O.B.	Dumpster Service	Maintenance/Ken Hern	01/11/05	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	M.O.C.	Dumpster Service	Maintenance/Ken Hern	02/12/02	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	Southgate Warehouse	Dumpster Service	Maintenance/Ken Hern	02/18/09	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Waste Management	MOC	Recycling Dumpster and Bin	Maintenance/Ken Hern	01/17/18	Until Terminated	N/A	N/A	Franchise agreement with City of Riviera Bch
Sheriff of P.B.C.	Port Services	NICB Processing	Security/Ken Hern	06/17/99	No Exp. Date	N/A	Original contract 6/99.	30 days written notice
AFLAC	1932 Wynnton Road Columbus, GA 31999	Provides voluntary, employee-paid, policies to Port staff	Beatrice Greffin/ Human Resources	???	4/1/2001	Open	Optional insurance for employees: cancer, hospitalization, etc.	N/A
AIG Valic Financial Advisors, Inc.	2929 Allen Parkway Houston, TX 77019	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	05/01/06	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
AXA Equitable	1290 Avenue of the Americas New York, NY 10104	Provides voluntary, employee-paid, deferred compensation services	Beatrice Greffin/ Human Resources	???	1/1/1980	Open	457 plan deferred optional retirement plan	N/A
Coach Comp America	400 N Congress Avenue, # 110 West Palm Beach, FL 33401	Provides screenings for on-the-job injuries (Workers' Compensation)	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Used for workers comp injury claims	N/A
Mobile Drug Testing	9910 Alt A1A, Suite 702-PMB107 Palm Beach Gardens, 33410	Provides pre-employment and post-accident drug screenings	Beatrice Greffin/ Human Resources	05/01/06	5/1/2006	Open	Drug free workplace provider	N/A

PORT OF PALM BEACH DISTRICT
CONTRACT REPORT

VENDOR NAME	LOCATION/DEPT	DESCRIPTION	RESPON. DEPT./PARTY	ORIGINAL CONTRACT DATE	CURRENT END DATE	CONTRACT TERM (YRS)	HISTORY SUMMARY	COMMENTS/CANCELLATION TERM
Manpower	1905 Broadway Riviera Beach, FL 33404	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for basic labor workers - bill rate $15.39	N/A
Express	2540 Metrocentre Blvd. Ste. 3 WPB FL 33407	Temporary Employment Service	Beatrice Greffin/Human Resources	As-needed	As-needed	Open	Used for janitorial workers - bill rate $19.15	N/A

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-7

September 20, 2018

PREPARED BY: Jarra Kaczwara — Sr. Director, Business Development/Communications
Venice Howard — District Clerk/Records Administrator

SUBJECT: **Business Development**

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

Caribbean American for Community Involvement	29th Annual Friendship Ball (Ticket at $100.00)	September 15, 2018
Hispanic Chamber of Commerce of PBC	Job Fair & Business Expo (*Sponsorship at $800.00)*	September 27, 2018

Fiscal Year 2019 Business Development/Marketing Program Policy and Procedure

Trade Events

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

Conferences and Seminars

American Association of Port Authorities	2018-2019 Conference and Training Schedule
Florida Ports Council	2018-2019 Conference and Training Schedule

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

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATION: Motion to approve and/or ratify the listed events, sponsorships, seminars, conferences and the Fiscal Year 2019 Business Development/Marketing Program Policy and Procedures.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes_____ No_____
Incorporated into Minutes: _____ By: _____

Caribbean American For Community Involvement, in Florida, Inc.
A 501(c)(3) Organization – (EIN #65-0965408)
675 Royal Palm Beach Boulevard • Room 134 • Royal Palm Beach, FL 33411
www.cafcipbc.org • E-mail: cafci@bellsouth.net • Phone: 561.790.4002
Follow us on Facebook

29th Annual FRIENDSHIP BALL

Hilton Palm Beach Airport
150 Australian Avenue, West Palm Beach, FL 33406
Saturday, September 15, 2018 at 7 pm

SPONSORSHIP OPPORTUNITIES

(Due by August 17, 2018 for inclusion in Friendship Ball Journal)

❑ BRONZE SPONSOR: **$1,000**

- Two (2) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation
- Acknowledgment in Ball Journal

❑ SILVER SPONSOR: **$2,500**

- Four (4) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation
- Acknowledgment in Ball Journal

❑ GOLD SPONSOR: **$5,000 or more**

- Six (6) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation and in Ball Journal
- Recognition as a Gold Sponsor on CAFCI's website for one year with direct link to sponsor's website

ADDITIONAL SUPPORT OPPORTUNITIES

❑ I/We would like to support CAFCI's Annual Friendship Ball and its mission with a contribution of:
❑$500 ❑$250 ❑$100 ❑$_____

❑ I/We would like to purchase ___ tickets at $100 each.

❑ I/We would like to reserve a table of ten (10) for $1,000

Tickets are also available via our website at www.cafcipbc.org.

Name:
Address:
City: State: Zip:
Phone: E-mail:

❑ Check enclosed in the amount of $_____
Please make check payable to ***Caribbean American for Community Involvement***
Mail: *Attention - Sponsorship & Journal Committee,*
1030 Royal Palm Beach Blvd. P. O. Box 11, Royal Palm Beach, Florida 33411

❑ Charge my credit card the amount of $_____ ❑Visa ❑MasterCard ❑Discover
Card Number: Expiration Date:
Name on Card: Signature:

062818

HISPANIC CHAMBER OF COMMERCE
PALM BEACH COUNTY

Business Expo & Job Fair Sponsorship Opportunities

September 27, 2018 – Airport Hilton

Connect with the Hispanic Community by taking part in the Hispanic Chamber Business Expo and Job Fair. Join national, regional, and local companies including non-profit, government, cultural, media, and more, while interacting with the ever-growing Hispanic Market. As the Hispanic market continues to grow so as the need to qualified bilingual employees and this is the perfect opportunity to connect with potential and qualified candidates.

This expo is open to the public and provides the perfect environment for businesses to enhance their relationships, research the market for the leading products and services and learn about the latest best business practices.

Here are a few reasons why every Palm Beach County business needs to exhibit at the Business Expo and Job Fair:

- Business exposure to connect with potential and qualified employees
- Network with hundreds of potential new customers.
- Direct interaction with local movers and shakers, fellow business owners and decision makers.
- Develop new sales leads and relationships.
- Reconnect with past customers and clients and the opportunity to present and introduce new products and services.
- Enhance your company image.





Exhibit Booth

Exhibit booths begin at **$250** for Chamber members and **$350** for non-members and include an 8-foot table with skirting and two chairs. Please contact Maria Antuña for Booth and membership packages.

Presenting Sponsor

$1000- Includes:

- Business name in title of event and logo on all signage in all event sections
- PRIME Double booth space –positioned as an end cap so that the booth is accessible from three sides
- Company logo on all marketing material including email blasts, web page display, event signage, one page on the program.
- One-year banner ad on chamber website with link to company website ($1,000 Value)
- Company name mentioned in all media outlets
- Opportunity to speak during the evet – 3 minutes
- Featured prominently in expo program
- Logo placed on expo map showing booth location
- Right of first refusal for the 2019 event

After Hour Mixer Sponsor

From 5 pm to 7 pm

$800- Includes:

- VIP Reception sponsor helps pay for After Hour Networking light appetizers and complementary drink (Beer and Wine)
- Complimentary exhibit booth space.
- Recognized at the event with professional signage at the mixer's door and during the event with ongoing announcements over the PA system.
- Recognized in the Chamber's *Que Pasa* e-newsletter.
- Recognized on the Chamber's website.
- Recognized in the Business Expo program distributed at the door of the event.

Seminar Sponsor

$600- Includes:

During the public hours of The Business Expo & Job Fair, four one-hour seminars are offered to Chamber members and the public. This sponsorship allows the seminars to be complimentary to attendees.

- Recognized on Business Expo & Job Fair invitation to sponsors.
- Complimentary exhibit booth space.
- Exclusive opportunity corporate signage and information in the seminar room – seminars will be given at a separate room.
- Recognized during the event with ongoing announcements over the PA system.
- Recognized in the Chamber's *Que Pasa* e-newsletter.
- Recognized in The Business Expo & Job Fair program
- Recognized on the Chamber's website.

Exhibitor Application form must be filled out completely accompanied by payment before space will be assigned.

Company/ Organization name: _____

Contact Name: _____Title: _____

Address:_____

City: _____State: _____Zip: _____

Phone: _____Cell Phone: _____

E-Mail: _____Web Site: _____

CC: _____ Expiration Date: _____

Zip code: _____ Security code: _____

BOOTH needed # _____

For more information contact Maria Antuña at mantuna@hispanicchamberpbc.com or Dianni Mendez @ dmendez@hispanicchamberpbc.com. By phone at 561-832-1986.





HISPANIC CHAMBER OF COMMERCE
PALM BEACH COUNTY

BUSINESS EXPO & JOB FAIR

September 27, 2018
10 am to 2 pm
Exhibitors Mixer at 5 pm

Hilton Palm Beach Airport

Where connections are made!
Featuring Local Businesses and potential on-site Employers.

Open to the public!

Interested? Register by calling the chamber office at 561-832-1986 to reserve your space and learn about the seminars and activities throughout the Expo. Space is limited!

Sponsorship Opportunities Available!

Executive Trustee Partners

BB&T

Joe DiMaggio Children's Hospital AT MEMORIAL

FPL

Sugar Cane Growers Cooperative Of Florida

WELLS FARGO

trustbridge
hospice | palliative care | home care

ED MORSE Honda

Publix.
WHERE SHOPPING IS A PLEASURE.

PNC

Cheney Brothers C-B-I

south florida FAIR

PORT OF PALM BEACH DISTRICT
BUSINESS DEVELOPMENT PROGRAM

PROCEDURES:

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

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

The following list is submitted for consideration and approval:

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

PORT OF PALM BEACH DISTRICT
BUSINESS DEVELOPMENT/MARKETING PROGRAM

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

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

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

Event Tickets/Tables Policy

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

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

Ads/Sponsorships – 501(c)(3)

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

Vacancies for Events are filled as follows:

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

2018-2019 AAPA Seminars

October 1, 2018 thru September 31, 2019

2018

Marine Terminal Management Training Program
October 1-5, Long Beach, CA

107th Annual Convention
October 7–10, Valparaiso, Chili

2019

Planning for Shifting Trade
January 30-31, Tampa, FL

Port Administration & Legal Issues Seminar
February 12-13, Ft. Lauderdale, FL

AAPA Spring Conference
March 19-21, Washington, DC

Facilities Engineering Seminar
April 24-26, Jacksonville, FL

Executive Management Conference
May 6-10, San Diego, CA

Special Seminar for Members of Port Authority Governing Boards & Commissions
June 18-20, San Francisco, CA

Workforce Development Seminar
June 25-26, Long Beach, CA

Port Security Seminar & Expo
July 24-26, Philadelphia, PA

Communications & Marketing Seminar
September 11-12, Montréal, QC, Canada

2018-2019 Florida Ports Council Calendar

October 1, 2018 thru September 31, 2019

2018

Breakbulk Americas 2018
October 2–4, Houston, TX

AIF Water Forum
October 4-5, Kissimmee, FL

TPM Asia Conference
October 9–11, Shenzhen, China

Gulf Power's 22nd Economic Symposium
October 11-12 – Miramar, FL

FDOT-FTP-SIS Implementation Committee
October 16-17, Daytona Beach, FL

2018 Multimodal Americas
October 16-18 – Toronto, Canada

41st Annual Joint Meeting of the Japan-US SE & SE US/Japan Associations
October 18-20 – Tokyo, Japan

Florida Retail Federation 2018 Fall Retail Summit
October 22-24 – Orlando, FL

MPOAC-Board of Directors Meeting
November 1, Orlando, FL

Enterprise Florida's Export Trade Mission to Kenya and Tanzania
November 2-9 – Location TBD

Enterprise Florida's Export Sales Mission to Dominican Republic
November 14-16 – Santo Domingo, Dominican Republic

Florida Tax Watch 39th Annual Meeting
November 14-16 – Ponte Vedra Beach, FL

Asphalt Contractors Association of Florida 42nd Annual Asphalt Conference & Tradeshow
November 27-28 – Orlando, FL

FL Chamber of Commerce – Business Development & Trade Mission
December 3-6, Ireland & UK

AIF's 2018 Building Florida's Future – A Vision on Transportation, Infrastructure & Economic Development
December 5-6, Port Canaveral, FL

Florida Chamber of Commerce Transportation and Infrastructure Summit
December 11, Babcock Ranch, FL

2019

Planning for Shifting Trade
January 30-31, Tampa, FL

Florida Supply Chain Summit
February 6-7, Orlando, FL

Port Administration & Legal Issues Seminar
February 12-13, Ft. Lauderdale, FL

AAPA Spring Conference
March 19-21, Washington, DC

FPC Annual Spring Meeting
March 26-27, Tallahassee, FL

Florida Ocean Day – Legislative
April 2, Tallahassee, FL

Facilities Engineering Seminar
April 24-26, Jacksonville, FL

JAXPort – Trade & Logistics Conference
April 29-May 1, Ponte Vedra, FL

Executive Management Conference
May 6-10, San Diego, CA

FDOT-Transplex/FTP SIS Implementation
May 7-9, Jacksonville, FL

Special Seminar for Members of Port Authority Governing Boards & Commissions
June 18-20, San Francisco, CA

Workforce Development Seminar
June 25-26, Long Beach, CA

Port Security Seminar & Expo
July 24-26, Philadelphia, PA

FPC Summer Meeting
August 27-29, (Location TBD)

Communications & Marketing Seminar
September 11-12, Montréal, QC, Canada

Business Development Program Budget
Allocation of Funds for Ticket Purchases
FY 2018

Organization		BJC	JLE	KMW	PWM	WMR	Approval Date
		$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	
	Request Date						
Homeless Coaliton Palm Beach County Mayor's Ball	3/2/2018			$ 600.00		$ 600.00	3/15/2018
Urban League of Palm Beach County	5/16/2018					$ 300.00	6/14/2018
Stonewall Ball	6/13/2018			$ 150.00			7/19/2018
Stonewall Ball	6/18/2018		$ 150.00				7/19/2018
Caribbean American for Community Involvement	7/11/2018					$100.00	
BALANCE		$1,000.00	$ 850.00	$ 250.00	$1,000.00	$ -	

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-8

PREPARED BY: Aidy Alonzo Communications Manager September 20, 2018

SUBJECT: **Public Relations & Marketing**

Meltwater Reports for August 2018

- Media: 25 mentions | 2,715,340 potential reach
- Social: 183 mentions, including 102 Tweets

Social Media Metrics for August 2018

- Facebook: 2,740 Total Likes | 42 New Likes | 2,457 Page Engagement | 30,277 Weekly Reach
- Twitter: 23 Tweets | 18,500 Impressions | 1,124 Profile Visits | 1,827 Followers
- Instagram: 9 Posts | 1,099 Followers | 37 New Followers | 433 Engagement

Email Newsletters

- August 30 AAPA Seaports Magazine | Fall 2018 Issue
- September 4 Florida Customs Brokers & Forwarders Association (FCBF)
  General Membership Meeting & Luncheon, September 19
- September 5 Hispanic Chamber of Commerce of Palm Beach County
  Job Fair & Business Expo, September 27

Correspondence

- August 10 Card & Photo from Urban Youth Impact
- September 6 Letter from OneBlood

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

FINANCIAL IMPACT: n/a

RECOMMENDATION: For Information Only

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

Meltwater Coverage Summary | August 2018

TOTAL REACH & AD VALUE

POTENTIAL REACH	AD VALUE
2,715,340	**$25,045**

TOTAL NEWS ITEMS BY MEDIA TYPE

Online	25
Social	183
Total	**2018**

TOTAL NEWS BY MEDIA TYPE %

Online	12.02%
Social	87.98%
Total	**100%**

TOP ONLINE HIGHLIGHTS

Articles	Reach
Palm Beach Post | Aug 10 | PalmCon offers 'best of worlds' with inaugural Bahamas voyage	**361,766**
Palm Beach Post | Aug 2 | County Commission 2: Three seek to replace term-limited Burdick	**167,839**
Palm Beach Post | Aug 2 | Retrofit or retreat? Candidates give their solutions to sea-level rise	**167,839**

REACH & AD VALUE BREAKDOWN

Month	Reach	Ad Value
October 2017	20,721,934	$191,678
November 2017	106,047,434	$980,939
December 2017	171,290,153	$1,584,434
January 2018	171,520,468	$1,586,564
February 2018	21,444,214	$198,359
March 2018	14,661,969	$135,623
April 2018	70,627,013	$1,240,488
May 2018	56,400,276	$521,703
June 2018	142,568,114	$1,318,755
July 2018	9,744,710	$90,139
August 2018	2,715,340	$25,045
September 2018	-	-
Total	**787,741,625**	**$7,873,727**

MELTWATER REPORT - AUGUST 2018

Date	Headline	URL	Publication	Country	Reach
1-Aug-2018	Retrofit or retreat? Candidates give their solutions to sea-level rise	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	167,839
2-Aug-2018	County Commission 2: Three seek to replace term-limited Burdick	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	167,839
2-Aug-2018	Florida Senate 30: Incumbent Powell faces challenge from Anderson	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	167,839
6-Aug-2018	Articles You Might Like - See More	https://www.travelweekly.com/Cruise-Tr	Travel Weekly	United States	155,748
6-Aug-2018	El proveedor del MGO amplía operaciones en la Florida delante de 2020 by Tethys Supp	http://trends.nauticexpo.es/project-3268	NauticExpo	Spain	22,243
9-Aug-2018	PalmCon offers 'best of both worlds' with inaugural Bahamas voyage	https://www.palmbeachpost.com/news/l	Palm Beach Post	United States	361,766
10-Aug-2018	PalmCon offers 'best of both worlds' with inaugural Bahamas voyage	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	152,686
12-Aug-2018	The Post's August 2018 primary, municipal election endorsements	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	152,686
12-Aug-2018	Editorial: Hastings' seniority, voice a plus if Dems take back House	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	152,686
13-Aug-2018	Election Guide 2018	http://southfloridagaynews.com/Politics/	South Florida Gay News	United States	14,937
13-Aug-2018	Early voting begins today	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	152,686
13-Aug-2018	Short Bahamas Paradise cruise long on valueThe Bahamas Paradise Cruise Line offers	https://www.travelweekly.com/Cruise-Tr	Travel Weekly	United States	157,341
13-Aug-2018	Short Bahamas Paradise cruise long on value	https://www.travelweekly.com/Cruise-Tr	Travel Weekly	United States	155,748
16-Aug-2018	Trump Staffer Tried to Recruit Lobbyists for Russian Oligarch Roman Abramovich	http://www.msn.com/en-gb/news/world/t	MSN News UK	United Kingdom	269,497
21-Aug-2018	Palm Beach residents turn out to meet primary candidates	https://www.palmbeachdailynews.com/n	Palm Beach Daily News	United States	38,562
22-Aug-2018	Editorial: Endorsements for primary elections	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	152,686
23-Aug-2018	Three Democrats Seeking Open Port Commission Seat	http://gotowncrier.com/2018/08/three-de	The Town-Crier Newspaper	United States	1,956
26-Aug-2018	Post endorsements for the primary elections	https://www.mypalmbeachpost.com/new	The Palm Beach Post	United States	152,686
27-Aug-2018	Bahamas Ministry of Tourism Introduces Its New Florida Sales Force	https://www.bahamaslocal.com/newsiter	Bahamas Local	Bahamas	41,060
27-Aug-2018	The Bahamas to Showcase at Annual Tom Joyner Family Reunion	https://www.bahamaslocal.com/newsiter	Bahamas Local	Bahamas	41,060
27-Aug-2018	The Bahamas to showcase at Annual Tom Joyner Family Reunion	http://www.thebahamasweekly.com/publ	Thebahamasweekly.com	Bahamas	10,325
27-Aug-2018	Bahamas Ministry Of Tourism Introduces Its New Florida Sales Force	http://www.mnialive.com/articles/baham	MNI Alive	Canada	2,236
27-Aug-2018	BMOT & Aviation introduces New Florida Sales Force	http://www.thebahamasweekly.com/publ	Thebahamasweekly.com	Bahamas	10,325
28-Aug-2018	Primary Election Results | Local News Wire | 1290 WJNO	https://wjno.iheart.com/featured/local-ne	1290 WJNO - iHeartRadio	United States	2,708
30-Aug-2018	Area Election Results: Big Win For State Sen. Bobby Powell Jr.	http://gotowncrier.com/2018/08/area-ele	The Town-Crier Newspaper	United States	1,956

Total Reach	**2,707,101**
Mentions	**25**

THE VOICE OF THE INDUSTRY

SEAPORTS AAPA MAGAZINE

THE OFFICIAL PUBLICATION OF THE AMERICAN ASSOCIATION OF PORT AUTHORITIES

Archive (Summer 2018 to present) | Archive (Spring 2018 and previous)

The digital edition of AAPA's Seaports Magazine, Fall 2018, is now online!



In this issue of *Seaports* we are doing a "modal deep-dive" into larger trends happening in vessels, trucks, rail and cargo-handling equipment, giving ports the insight and information they need to have a larger perspective while focused on the crucial small details of day-to-day operations.

In the midst of what will hopefully be a successful peak season for all AAPA members, this issue of *Seaports* can help ports and their solution providers keep an eye on the bigger picture and larger trends while still tending to the demands of the here and now.

Start reading this issue now!



INTERMODAL UPDATE – CARGO HANDLING
Faster, Safer, Cleaner and Smarter Handling Options
As yard equipment and cranes that are more efficient, cleaner, safer and more inter-connected come into service, seaport workforces must be ready too. Labor is upgrading skill sets to keep pace with rapid advancements in technology.
Read More…



INTERMODAL UPDATE – SHIPS
Larger Ships Mean Big Changes for U.S. Ports
Changes in ship sizes, especially the differences in sizes, are requiring ports to consistently update the way in which these ships are received and processed and the infrastructure needed to do so.
Read More…



INTERMODAL UPDATE – TRAINS
On-Dock Rail and Short Lines Are Critical
Infrastructure updates continue to change the Western Hemisphere railroad map as well as the scope and scale of train services. In addition, business deals, investments, personnel changes and technology are changing the outlook for train service.
Read More…
Leer más…



INTERMODAL UPDATE – TRUCKS
New Fueling Options Poised to Transform Trucking
Autonomy, ELD mandates and driver shortages are making headlines, but it is the rising number of fueling options that might have the biggest effect on ports and their relationships with the trucking industry.
Read More…
Leer más…



SUPER-lative Snapshots
Some ports and companies are taking superlatives to a new level. Inspiring and intriguing, it isn't hard to imagine how they caught our eye as some of the cleanest, largest, grandest, fastest, handiest, deepest and busiest operations around. These information-packed snapshots show how changes in technology and transportation are fueling powerful, attention-grabbing stories and ideas at ports around the world.
Read More…



PORTS + POLITICS: CBP Is Hiring at U.S. Seaports
Despite the U.S. Customs and Border Protection's embrace of technology, there remains a strong need for a trained, professional workforce at the seaports. To fill these vacancies and in anticipation of receiving future funding for even more positions, CBP is aggressively recruiting at all ports, including seaports.
By Todd C. Owen, U.S. Customs and Border Protection
Read More…



GUEST VIEWPOINT: Safety and Sustainability Through Strategic Corrosion Management
Deterioration and corrosion can have a massive effect on a port's safety, in addition to being debilitating to the bottom line and operations.
By Buddy Reams, NACE International
Read More…

DEPARTMENTS
AAPA Headquarters
From the President's Desk
Index of Advertisers

DIGITAL EXCLUSIVES!
Check out the NEW customized digital version, which is easy to read on any mobile device:
http://bit.ly/SEAPORTSdigital



AAPA Recognizes Member Seaports for Communication Accomplishments
Twenty-five of AAPA's member seaports earned awards for exemplary communications projects and programs as part of the 52nd annual AAPA Communications Awards Program.
Read More...

En Español!

The digital version of *Seaports Magazine* contains features translated into Spanish. These articles are placed in a "digital exclusive" section following the last page of the magazine and in a special online section, "Archivo en español."



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is always available online.
Visit **www.aapaseaports.com**
to access past issues.

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WSP

American Association of Port Authorities
1010 Duke St.
Alexandria, VA 22314-3589

We would appreciate your comments or suggestions. Your email will be kept private and confidential.

FLORIDA CUSTOMS BROKERS & FORWARDERS ASSOCIATION, INC.

Attend the GMM & Enter the Raffle Below



Luncheon, Network & Learn

Port Overview and Current Projects

Located in Riviera Beach, the Port of Palm Beach is a full-service, diversified port, offering cruise and cargo services to more than 30 onsite tenants and users. At 162 acres, the Port's efficiency is unparalleled, processing more than $7 billion in commodities, 2.5 million tons of cargo, and 450,000 cruise passengers annually. As one of the largest employers in Palm Beach County, the Port and its tenants employ more than 2,850 people. The Port of Palm Beach is also the exclusive home of Bahamas Paradise Cruise Line's Grand Celebration and Grand Classica with year-round, 2-night cruises, departing daily to Grand Bahama Island. Join us for a luncheon featuring an overview of the Port and its current projects.

&

Get the Latest Updates on the Latest China Tariffs

SIGN UP

Speakers:

Manuel Almira, PPM, Executive Director, Port of Palm Beach
Troy Larkin, Drawback Consultant, CITTA Brokerage

Sponsored By:

PORT of Palm Beach



Bahamas Paradise Cruise Line has provided a cruise certificate with the following parameters:

- 3-day, 2-night cruise to Grand Bahama Island from the Port of Palm Beach
- Cruise ship: Grand Celebration or Grand Classica, depending on sail date selected
- Not valid on Friday sailings, special events, or during holiday blackout periods
- The certificate is non-transferable and cannot be redeemed for cash.
- Each passenger is responsible for cruise taxes, due at the time of booking, fees and any personal expenses.
- Ocean view stateroom, valid for 2 passengers in 1 stateroom
- Expires Aug 16, 2019

Details

Registration:
11:30am
Lunch: 12noon-1:30pm
Embassy Suites by Hilton MIA
3974 NW South River Dr.
Miami, FL 33142

REGISTRATION FORM

Aidy Alonzo

From: Hispanic Chamber of Commerce of Palm Beach County <info@hispanicchamberpbc.com>
Sent: Wednesday, September 05, 2018 11:05 AM
To: Aidy Alonzo
Subject: Get your resume ready! | More than 80 exhibitors, recruiters, workshops, coaching, and activities in the same room!

HISPANIC CHAMBER OF COMMERCE
PALM BEACH COUNTY



HISPANIC CHAMBER OF COMMERCE
PALM BEACH COUNTY

JOB FAIR & BUSINESS EXPO

presented by Walmart
Save money. Live better.

Hilton
Palm Beach Airport
150 Australian Ave., WPB, FL 33401

September 27, 2018 • 1:30 to 4:30 pm

Connect After 5 Mixer, 5:00 to 7:00 pm

FREE ADMISSION!

Featuring more than 80 exhibitors and recruiters, plus workshops, coaching, and fun activities in the same room!

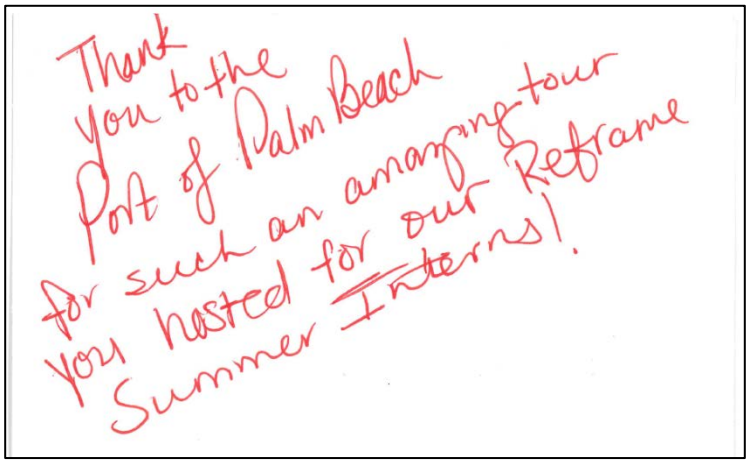
Mixer Sponsors

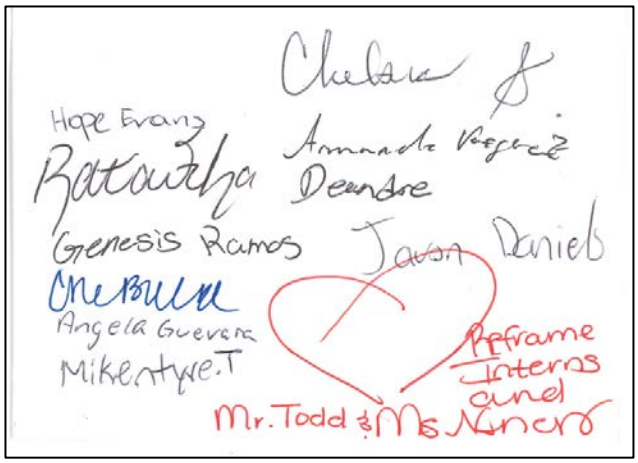
BB&T
Port of Palm Beach
Guardians Credit Union

Workshop Sponsors

R.E.A.C.H.
CareerSource Palm Beach County
Fire mind


Thank You


Thank
you to the
Port of Palm Beach
for such an amazing tour
you hosted for our Reframe
Summer Interns!


Hope Evans
Ratawcha
Deandre
Genesis Ramos
Jason Daniels
Angela Guevara
Mikentyre.T
Reframe
Interns
and
Mr. Todd & Ms Niner



9/6/2018

Aidy Alonzo
The Port of Palm Beach
One East 11th Street
6th Floor
Riviera Beach, FL 33404

Dear Aidy Alonzo:

Thank you for hosting a blood drive and sharing your power to save lives!

We value our partnership with The Port of Palm Beach and thank you for all you do as the chairperson to help make the blood drive a success.

We are pleased to share with you that the blood drive on March 28 resulted 11 units of blood, and on July 25 resulted in 9 units of blood. Remember, each donation can save up to three lives. We encourage you to share the drive results with the rest of your team and please pass along our gratitude for their lifesaving efforts.

The blood donated at your blood drive is likely transfused into a patient within 48 to 72 hours. The turnaround is that fast and is that constant.

An enthusiastic, dependable blood drive chairperson is one of the keys to a blood drive's success and we want to take this opportunity to thank you for helping with coordinating the drive and saving lives in our community.

We look forward to working with you again in the future and thank you for your dedication and commitment to our lifesaving mission.

Sincerely,
Aurelija Ruikyte (R2-3A)
Community Relations Coordinator
(561) 827-7272
Aurelija.Ruikyte@OneBlood.org

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-9

PREPARED BY:	Jarra Kaczwara	Sr. Director of Business Development	September 20, 2018
	Venice Howard	District Clerk/Records Administrator	
SUBJECT:	Community Grants		

BACKGROUND INFORMATION: The following item is being presented for approval:

The Fiscal Year 2019 Policy and Procedure

Community Grant Sponsorship/Tickets

Wellington Wild Fast Pitch Travel Softball Team	Sponsorship	$100.00
Sickle Cell Foundation of Palm Beach County	Sponsorship	$500.00
Caribbean American for Community Involvement	Ticket	$100.00
- *29th Annual Friendship Ball*		

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

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: This item is funded from the FY18 Operating Budget.

RECOMMENDATION:

Motion to approve a sponsorship to the Wellington Wild Fast Pitch Travel Softball Team in the amount of $100.00, a sponsorship to the Sickle Cell Foundation of Palm Beach County in the amount of $500.00, one event ticket for the Caribbean American for Community Involvement Annual Friendship Ball in the amount of $100 and the Fiscal Year 2019 Policy and Procedure.

Respectfully Submitted By

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion by:	_____
Disapproved:	_____	Seconded by:	_____
Deferred to:	_____	Unanimous:	Yes_____ No_____
Incorporated into Minutes:	_____	By:	_____

PORT OF PALM BEACH DISTRICT
COMMUNITY GRANT OUTREACH PROGRAM
TICKET EVENTS/RECOMMENDATIONS
POLICY AND PROCEDURE

Fiscal Year 2019

POLICY:

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

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

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

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

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

TICKETS

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

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

TABLES

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

Vacancies for Events are filled as follows:

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

FY 2019 EVENT/RECOMMENDATION PROCEDURE:

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

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

WELLINGTON WILD FAST PITCH TRAVEL SOFTBALL
2018 SPONSORSHIP FORM

The Wellington Wild is entering their 18th year of travel softball! This WILD season will start in January and run throughout the year. We will be supporting teams in the 8 and under, 10 and under and 12 and under divisions. Wellington Wild Fast Pitch Travel Softball needs support from our community for many expenses associated with travel ball such as: team equipment, uniforms, tournament fees, insurance, etc. Without the support of our business partners, such as you, our dedicated softball players would not have the challenge, fun and experience of a season full of softball! Please show your support for our girls as they travel throughout Florida representing the Western Communities of Palm Beach County.

Visit our website at: www.wellingtonwild.org
Like our Facebook page: Wellington Wild Travel Softball 2017/2018

PLEASE CHECK THE SUPPORT LEVEL FOR YOUR CONTRIBUTION AMOUNT AND FILL OUT ALL OF THE INFORMATION ON THE FOLLOWING PAGE:

☐ Grand Slam $1000
8x10 Sponsor Plaque, 4x6 Banner for 2 years, Company advertised on our FB Page

☐ Homerun $750
8x10 Sponsor Plaque, 4x6 Banner for 2 years

☐ Triple $500
8x10 Sponsor Plaque, 4x6 Banner for 1 year

☐ Double $250
5x7 Sponsor Plaque, 2x6 Banner for 1 year

☐ Single $100
5x7 Sponsor Plaque

☐ Individual Sponsor in the amount of $_____
No Sponsor Plaque or Banner

All banners will be displayed at our home fields "Tiger Shark Park" in Wellington!

BANNERS: All banner artwork must be emailed to: Angela Lacy at afranklinlacy@aol.com
Companies may supply their own banner if it is the size that correlates to their contribution.
ALL banners MUST be approved by the Wellington Wild Board of Directors.
Please send high resolution images or graphics.

WELLINGTON WILD FAST PITCH TRAVEL SOFTBALL
2018 SPONSORSHIP FORM

Type of Contribution:

☐ Company ☐ Individual

PLAYER /TEAM that you are SPONSORING:

PLAYER/TEAM Contact Info (Name and Number):

Sponsor Name:

Address:

Contact Phone Number:

ALL CONTRIBUTIONS ARE GREATLY APPRECIATED!!!!!!

Please fill out all of the necessary information and return <u>BOTH</u> forms to:
Wellington Fast Pitch Softball Association
c/o Angela Lacy
2372 Sunderland Avenue
Wellington, FL 33414

Make Checks Payable to: WFSA
(Wellington Fast Pitch Softball Association)

For tax deductible donations, our TAX ID # is 65-0985442.

Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc.

1600 North Australian Avenue West Palm Beach,Florida 33407-5621
(561) 833– 3113• Fax: (561) 659-4505

FOUNDER
Eva W. Mack

CHIEF EXECUTIVE OFFICER
Shalonda Warren

September 10, 2018

Dr. Jean Landfair Enright, Commissioner
One East 11th Street, Suite 600
Riviera Beach, FL 33404

Dear Dr. Enright:

First, I would like to thank you for your past support of the Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc. Your support of our mission shows that you understand the impact of our organization as we serve children and families affected by Sickle Cell disease and trait. As a non-profit, we heavily rely on gifts and donations from valued community partners. Please consider a $500 sponsorship to support the 2018 Sickle Cell-ebration Walk on Saturday, September 15, 2018. The walk will take place in beautiful Riviera Beach located at the Riviera Beach Municipal Beach (Ocean Mall), 2500 North Ocean Ave., Riviera Beach, FL 33404. Registration begins at 7:00 am, warm-up at 7:30 a.m. and the walk starts promptly at 8:00 am. We would love for Team "Enright" to join the walk!

The walk is an annual campaign celebrating united support of Sickle Cell Disease/Trait, raising awareness and inspiring hope. After the walk, sponsors will have the opportunity to address participants. Please feel free to represent your organization by wearing your organization's shirts or colors. The Cell-ebration Walk will include water stations, free health screenings and snacks. We are looking for local businesses and organizations to help us make this event truly special for our community. As a community partner, your involvement will help raise money to serve the needs of more than 30,000 people affected by the Sickle Cell Disease/Trait in Indian River, Martin, Okeechobee, Palm Beach and St. Lucie Counties.

Thank you in advance for your consideration and commitment to this worthy cause. Events like this demonstrate our commitment to community and provide encouragement to individuals and families affected by Sickle Cell Disease/Trait. Please feel free to reach out to Crystal Thackoor or myself with any questions at 561-833-3113 or email cthackoor@sicklecellpbc.org.

Sincerely,

Shalonda Warren
Chief Executive Officer

Please Note: The U.S. Internal Revenue Service asks that we verify that no goods or services were received, and that the organization received the entire amount of your donation. IRS regulations require that you retain this letter as documentation of your 2018 charitable contribution to Sickle Cell Foundation of Palm Beach County and Treasure Coast, Inc.'s Federal Tax Identification Number is #59-1975315; Florida Department of Agriculture and Consumer Affairs Solicitation Registration Number # CH4337. **A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL OR RECOMMENDATIONS BY THE STATE.**

Caribbean American For Community Involvement, in Florida, Inc.
A 501(c)(3) Organization – (EIN #65-0965408)
675 Royal Palm Beach Boulevard • Room 134 • Royal Palm Beach, FL 33411
www.cafcipbc.org • E-mail: cafci@bellsouth.net • Phone: 561.790.4002
Follow us on Facebook

29th Annual FRIENDSHIP BALL

Hilton Palm Beach Airport
150 Australian Avenue, West Palm Beach, FL 33406
Saturday, September 15, 2018 at 7 pm

SPONSORSHIP OPPORTUNITIES

(Due by August 17, 2018 for inclusion in Friendship Ball Journal)

❑ BRONZE SPONSOR: **$1,000**

- Two (2) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation
- Acknowledgment in Ball Journal

❑ SILVER SPONSOR: **$2,500**

- Four (4) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation
- Acknowledgment in Ball Journal

❑ GOLD SPONSOR: **$5,000 or more**

- Six (6) tickets for the Annual Friendship Ball
- Full page color advertisement in Ball Journal
- Recognition in video presentation and in Ball Journal
- Recognition as a Gold Sponsor on CAFCI's website for one year with direct link to sponsor's website

ADDITIONAL SUPPORT OPPORTUNITIES

❑ I/We would like to support CAFCI's Annual Friendship Ball and its mission with a contribution of:
❑$500 ❑$250 ❑$100 ❑$_____

❑ I/We would like to purchase ___ tickets at $100 each.

❑ I/We would like to reserve a table of ten (10) for $1,000

Tickets are also available via our website at www.cafcipbc.org.

Name:
Address:
City: State: Zip:
Phone: E-mail:

❑ Check enclosed in the amount of $_____
Please make check payable to ***Caribbean American for Community Involvement***
Mail: *Attention - Sponsorship & Journal Committee,*
1030 Royal Palm Beach Blvd. P. O. Box 11, Royal Palm Beach, Florida 33411

❑ Charge my credit card the amount of $_____ ❑Visa ❑MasterCard ❑Discover
Card Number: Expiration Date:
Name on Card: Signature:

062818

Community Grant Program Budget
Allocation of Funds
FY 2018

Commission Member / Requestor (Organization)		BJC	JLE	KMW	PWM	WMR	Donation(D), Sponsorship (SS) or Tickets (TKS)	Total	Approval/ Ratification (Month-Yr)	Payment Method: Check (CK) Credit Card (CC)	Processing Date
		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00					
	Request Date										
CACFI Student Assistance Scholarship Program	8/28/2017	$ -	$ -	$ -	$ -	$ 500.00	D	$ 500.00	Oct-17	CK	10/25/02017
Children's Home Society	8/28/2017	$ -	$ -	$ -	$ -	$ 250.00	D	$ 250.00	Oct-17	CK	12/18/2017
Gamma Zeta Sigma Foundation	8/28/2017	$ -	$ -	$ -	$ -	$ 250.00	D	$ 250.00	Oct-17	CK	12/18/2017
Ivy Educational Foundation	8/28/2017	$ -	$ -	$ -	$ -	$ 150.00	D	$ 150.00	Oct-17	CK	12/18/2017
Jack and Jill Foundation	8/28/2017	$ -	$ -	$ -	$ -	$ 200.00	D	$ 200.00	Oct-17	CK	12/18/2017
Urban League of PBC	8/28/2017	$ -	$ -	$ -	$ -	$ 150.00	D	$ 150.00	Oct-17	CK	12/18/2017
Youth Recreation Association	8/23/2017	$ -	$ -	$ -	$ -	$ 200.00	D	$ 200.00	Oct-17	CK	10/25/2017
Dr. Mary McLeod Bethune Elementary	10/27/2017	$ 100.00	$ -	$ 300.00	$ 100.00	$ -	D	$ 500.00	Nov-17	CK	11/17/2017
Operation Hope, Inc.	11/7/2017	$ 100.00	$ 300.00	$ -	$ 100.00	$ -	D	$ 500.00	Nov-17	CK	11/17/2017
United Way	11/7/2017	$ -	$ -	$ 500.00	$ -	$ -	D	$ 500.00	Nov-17	CK	11/17/2017
For the Children First (FTC)	11/18/2017	$ -	$ -	$ -	$ -	$ -	-	$ -	-	CK	-
Northboro Elementary Montessori Magnet	11/1/2017	$ 100.00	$ -	$ -	$ -	$ 150.00	D	$ 250.00	Dec-17	CK	12/22/2017
South Florida Hunger Coalition	11/15/2017	$ 100.00	$ -	$ 400.00	$ -	$ -	D	$ 500.00	Dec-17	CK	12/22/2017
The Children's Coalition, Inc.	11/18/2017	$ 100.00	$ -	$ 100.00	$ -	$ 105.00	D	$ 305.00	Dec-17	CK	12/22/2017
The Guatemalan-Maya Center, Inc.	11/15/107	$ 100.00	$ -	$ 100.00	$ -	$ -	D	$ 200.00	Dec-17	CK	12/22/2017
Holy Ground PBC (A Shower for Shelter)	11/28/2017	$ -	$ 200.00	$ -	$ -	$ -	TKTS	$ 200.00	Dec-17	CK	12/22/2017
MLK, Jr. Coordinating Committee- WPB (MLK Scholarship Breakfast	12/19/2017	$ -	$ 90.00	$ -	$ 45.00	$ 45.00	TKTS	$ 180.00	Dec-17	CK	12/22/2017
Operation's Hope (18th Annual Appreciation Banquet)	11/28/2017	$ -	$ 50.00	$ -	$ -	$ -	TKTS	$ 50.00	Dec-17	CK	12/22/2017
Haiti Cholera Research Finding Foundation Inc	12/18/2017	$ 100.00	$ 100.00	$ 100.00	$ -	$ -	D	$ 300.00	Jan-18	CK	1/19/2018
St. John Fisher Catholic Church	1/8/2018	$ 300.00	$ -	$ -	$ -	$ -	D	$ 300.00	Jan-18	CK	1/19/2018
Bethune Cookman University Alumni Association	1/10/2018	$ -	$ 130.00	$ -	$ -	$ -	TKTS	$ 130.00	Feb-18	CK	2/22/2018
Wild Dolphin Project Inc.	1/18/2018	$ -	$ -	$ 100.00	$ -	$ -	D	$ 100.00	Feb-18	CK	2/22/2018
Law Enforcement Assistance Foundation L.E.A.F.	2/21/2018	$ 200.00	$ -	$ -	$ -	$ -	SS	$ 200.00	Mar-18	CK	3/16/2018
O.J. Anderson Scholarship	2/26/2018	$ 100.00	$ -	$ 100.00	$ -	$ -	D	$ 200.00	Mar-18	CK	3/16/2018
Planned Parenthood of SE and N Florida	2/26/2028	$ -	$ 150.00	$ -	$ -	$ -	TKTS	$ 150.00	Mar-18	CK	2/26/2018
Sickle Cell Foundation of Palm Beach County and Treasure Coast, Ir	2/27/2018	$ -	$ 130.00	$ -	$ -	$ -	TKTS	$ 130.00	Mar-18	CK	2/27/2028
The Historical Society of Palm Beach County	3/7/2018	$ -	$ -	$ 100.00	$ -	$ -	D	$ 100.00	Apr-18	CK	4/20/2018
Suncoast Community High School	3/14/2018	$ -	$ 100.00	$ -	$ 100.00	$ -	D	$ 200.00	Apr-18	CK	4/20/2018
Urban League of PBC	5/8/2018	$ -	$ 300.00	$ -	$ -	$ -	TKTS	$ 300.00	Jun-18	CC	5/8/2018
Boys and Girls Clubs of Palm Beach County	6/20/2018	$ -	$ -	$ -	$ 200.00	$ -	D	$ 200.00	Jul-18	CK	7/20/2018
City of Refuge at Thunderbolt, Inc.	7/13/2018	-	-	-	-	-	-	-	Aug-18	-	-
Life's Changes Palm Beach County, Inc.	7/20/2018	$ 300.00	-	-	-	-	D	$ 300.00	Aug-18	CK	8/17/2018
Caribbean American for Community Involvement - Annual Friend Bal	9/7/2018		$ 100.00	-	-	-	TKTS	$ 100.00			
Sickle Cell Foundation of Palm Beach County and Treasure Coast, Ir	9/10/2018	$ 100.00	$ 350.00	-	$ 50.00	-	SS	$ 500.00			

BALANCE	$ 300.00	$ -	$ 200.00	$1,405.00	$ -

* Board members may use community grant event money for application recommendations should they not plan on attending any community grant events during a specific round of funding.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-10

PREPARED BY: Aidy Alonzo Communications Manager September 20, 2018

SUBJECT: **Social Media Archiving Solution**

BACKGROUND:

In order to ensure compliance with legal requirements for public records, it is critical that the content of our social media accounts be captured and archived. Based in Durham, North Carolina, ArchiveSocial is a leading provider of social media archiving for government entities, including Palm Beach County and Solid Waste Authority of Palm Beach County. Benefits of the service include:

- Continuously archives content in real-time, around the clock, minimizing the risk of losing records
- Offers the ability to search the archive with advanced filters
- Simplified deployment as a pure cloud-based solution with no software installation required
- Capture of data in its original, native format, regardless of type of device or network utilized for transmission
- Preservation of underlying data including metadata such as user IDs and timestamps
- Provides the digital signature of an entry to prove that the data has not been tampered with or falsified

As of September 10, 2018, the Port's 6 social media accounts – Twitter (2), Facebook, Instagram, YouTube and LinkedIn – contain 7,971 records that require archiving.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

FINANCIAL IMPACT: This purchase in the amount of $199 per month, $2,388 billed annually, will be funded from the FY 2019 Business Development Budget.

RECOMMENDATION: Motion to approve the purchase of 12 months of social media archiving service from ArchiveSocial with the service date to begin on October 1, 2018.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____



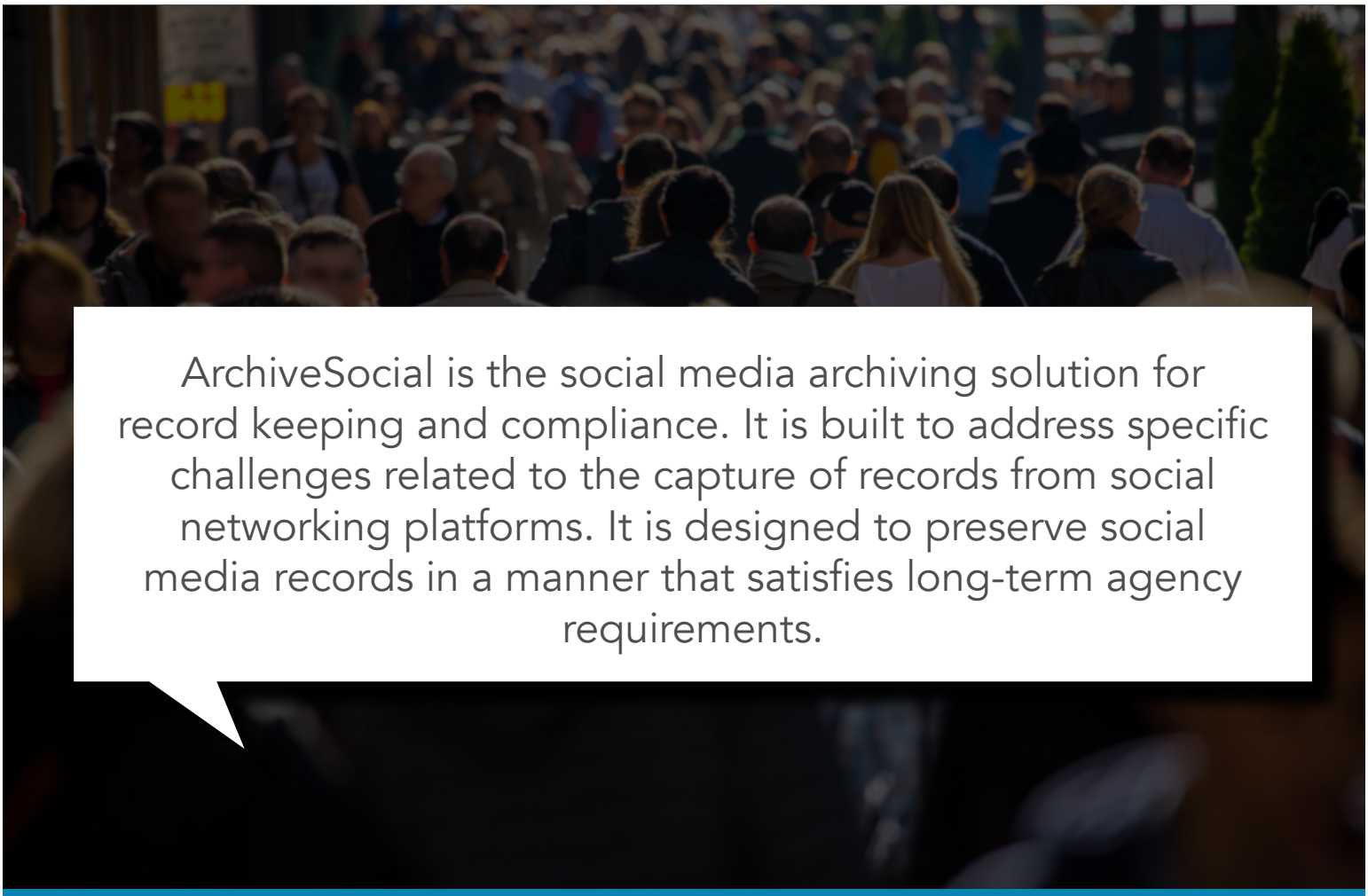
SOLUTION OVERVIEW

ArchiveSocial

Social media archiving for government

archivesocial.com
info@archivesocial.com | (888) 558-6032 | 201 W. Main St. Suite 200 Durham, NC 27701

ArchiveSocial © 2016



ArchiveSocial is the social media archiving solution for record keeping and compliance. It is built to address specific challenges related to the capture of records from social networking platforms. It is designed to preserve social media records in a manner that satisfies long-term agency requirements.

It is critical that a social media archiving solution captures records regardless of how or when content is posted. Such a solution must archive records in their native format and ensure authenticity of records to meet legal and compliance requirements.

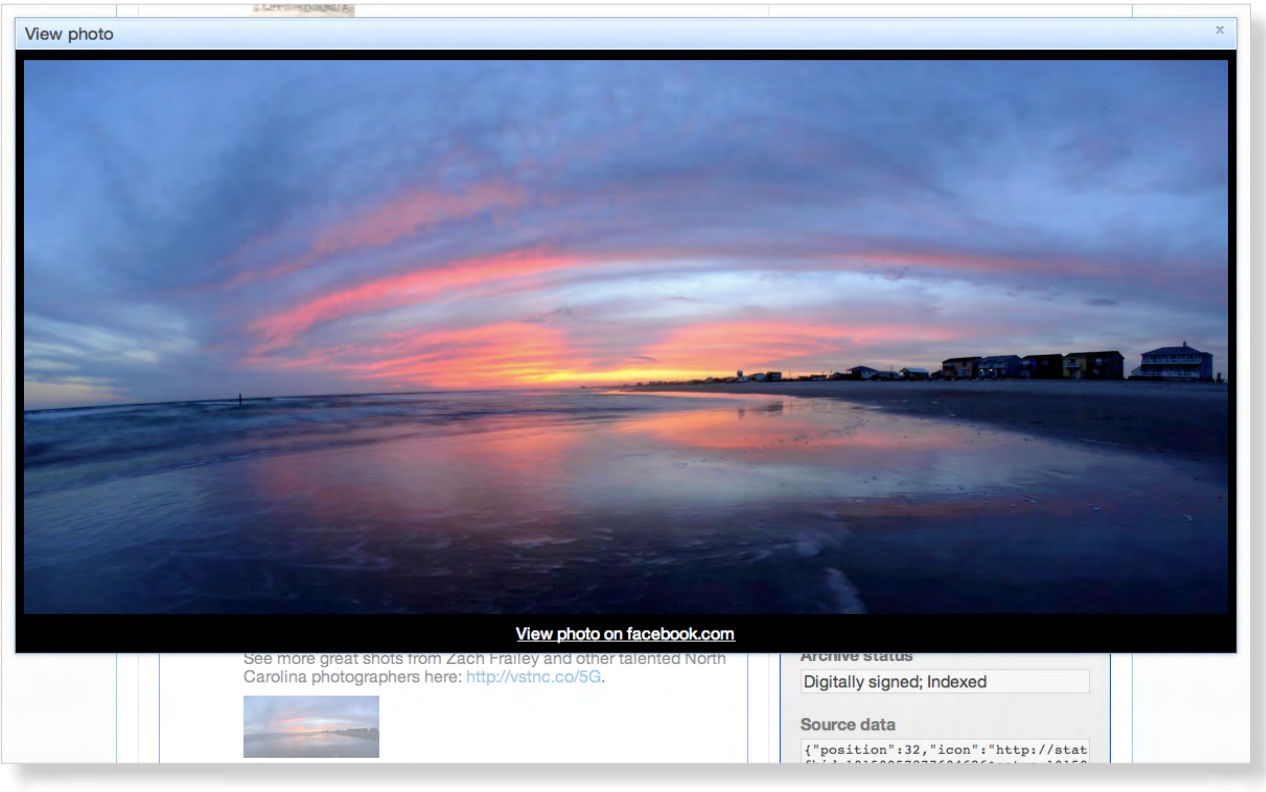
ArchiveSocial is that solution.

ArchiveSocial Solution Overview © 2016

RICH SOCIAL MEDIA DATA CAPTURE

Social media communication involves a variety of rich data formats transmitted across many social networks outside the corporate entity. While this can make archiving complicated, a truly compliant solution must handle each of these formats correctly.

A photo, for example, should be preserved at full resolution rather than as just a link or thumbnail to ensure no data is lost.

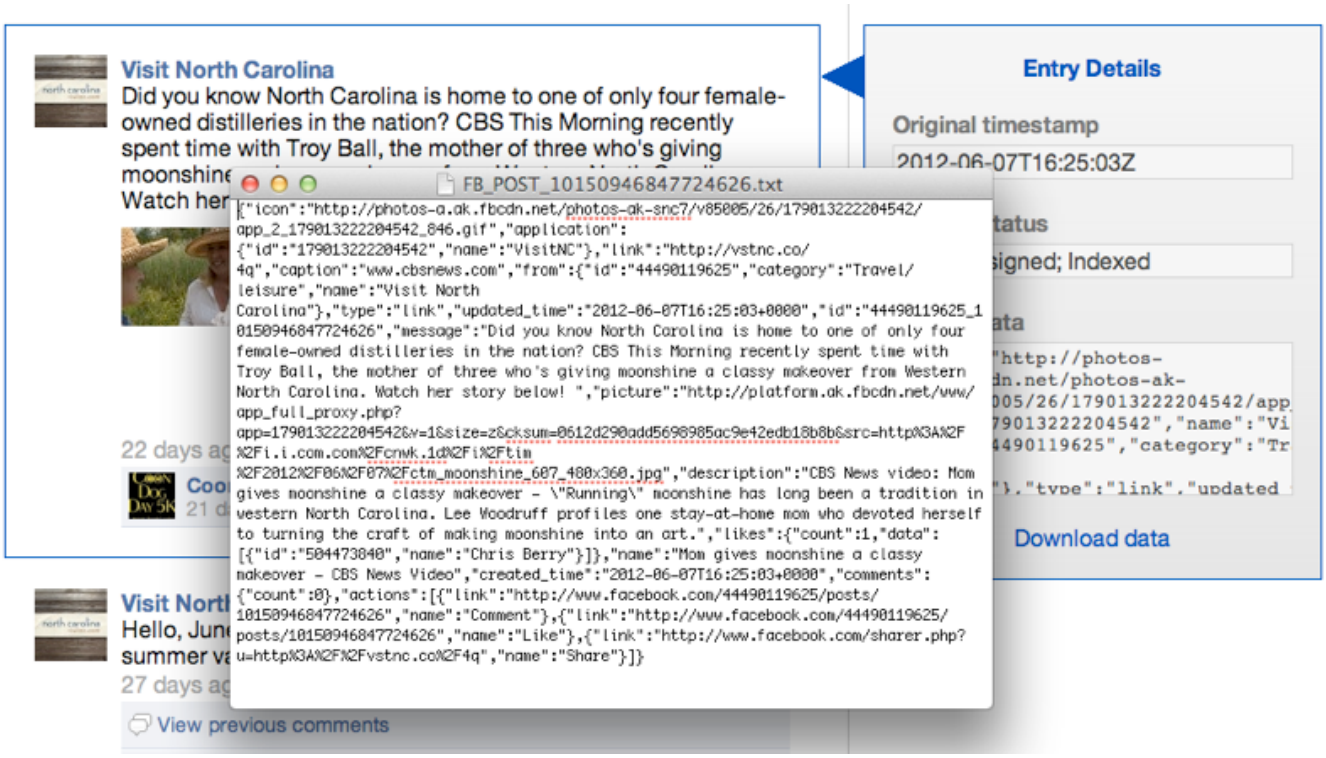


ArchiveSocial correctly captures each of the various data formats used in social media and presents the resulting records in an intuitive interface. ArchiveSocial also archives social media regardless of the device or network used to transmit communications.

PRESERVATION IN NATIVE FORMAT

Social networking platforms are not just websites. Correctly capturing records of social media requires more than taking snapshots of HTML.

Like email, all social media communications have an underlying data format containing important metadata about the communication. This metadata includes user IDs, timestamps, and other information not displayed on a webpage.



ArchiveSocial interfaces directly with each social network in order to capture and preserve data in its pure native format. The underlying data format for a social media record can be accessed and downloaded from ArchiveSocial at any time.

DIGITAL SIGNATURES FOR AUTHENTICITY

Proof of authenticity is a critical requirement when providing electronic records as evidence in regulatory and legal situations.

Investigators and courts must be assured that a social media record was not falsified using a web page editor, image manipulation software, or some other means.

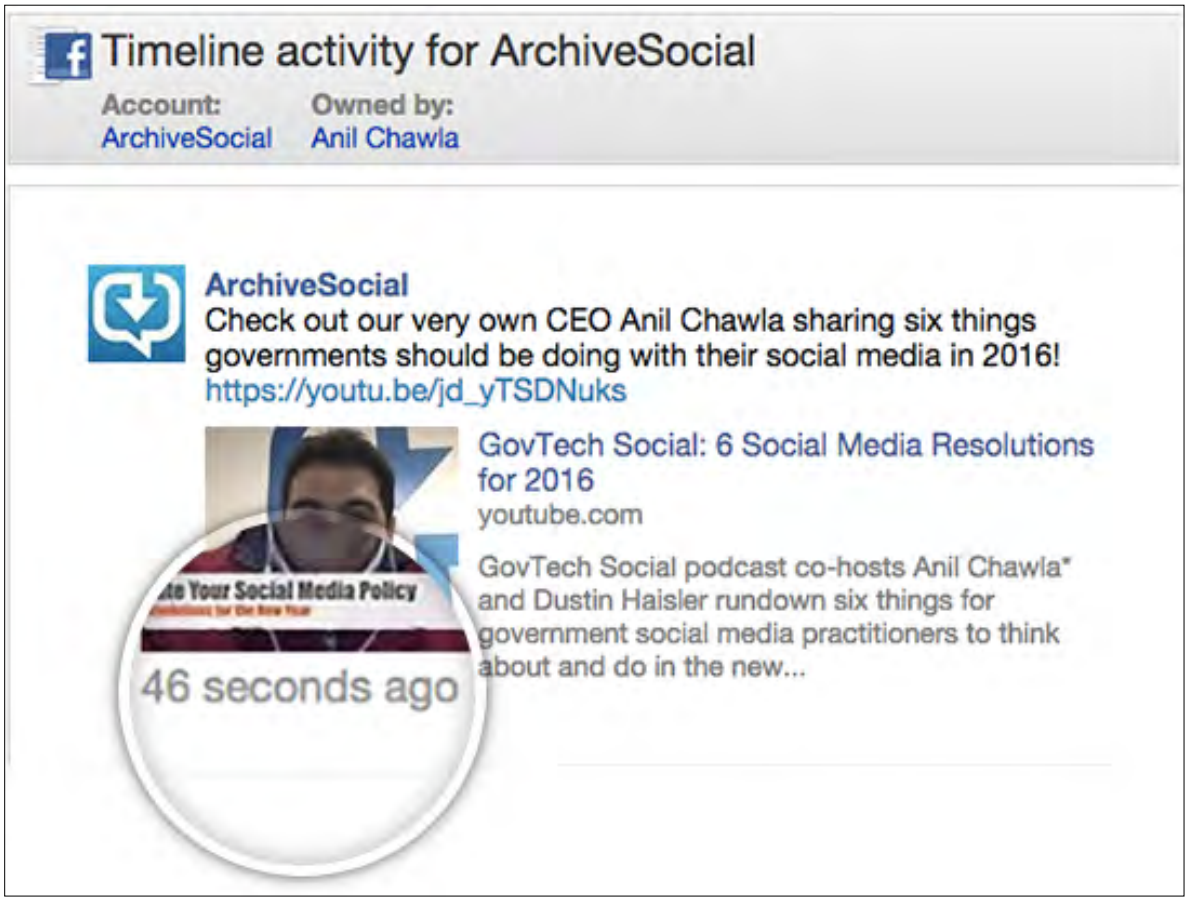


ArchiveSocial applies a trusted timestamp to each individual record stored in the archive. This digital signature proves that the data existed at the specified time in history and has not been edited or falsified in any way.

CONTINUOUS ARCHIVING

Because social media exists outside of an organization's network, content can be deleted at any time. Agencies need to minimize the risk of losing content that could be deleted between records collections.

A continuous archiving solution automatically preserves content throughout the day and minimizes the risk of losing deleted records.

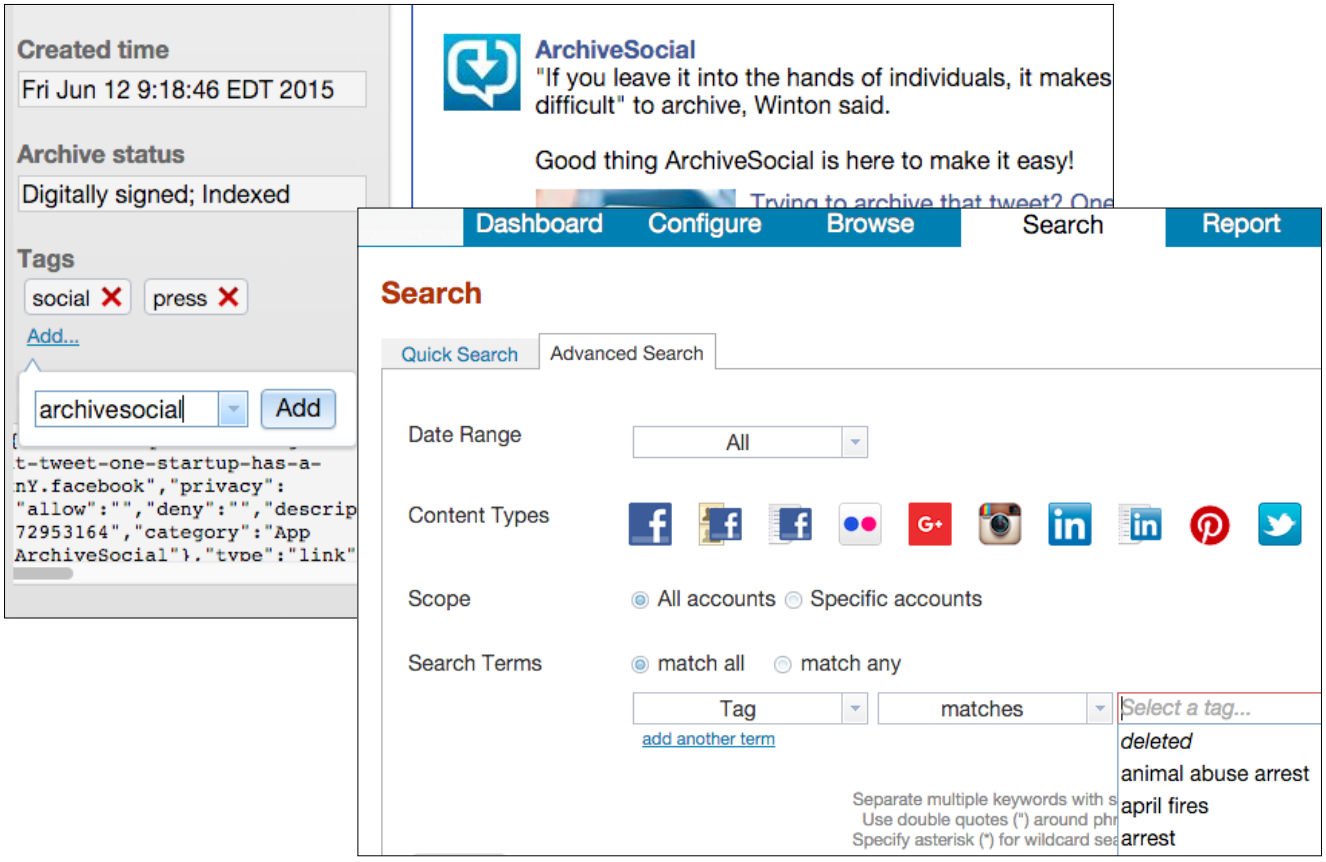


ArchiveSocial's continuous archiving solution automatically captures and preserves new content throuhgout the day, 24/7. For Facebook content, ArchiveSocial even captures updates in real-time.

ADVANCED SEARCH AND TAGGING

Combing through years worth of previous posts, tweets, and comments is a challenge without advanced search and tagging tools.

Organizations need an archiving solution with a sophisticated search engine and custom tagging system to organize and filter their archived content.

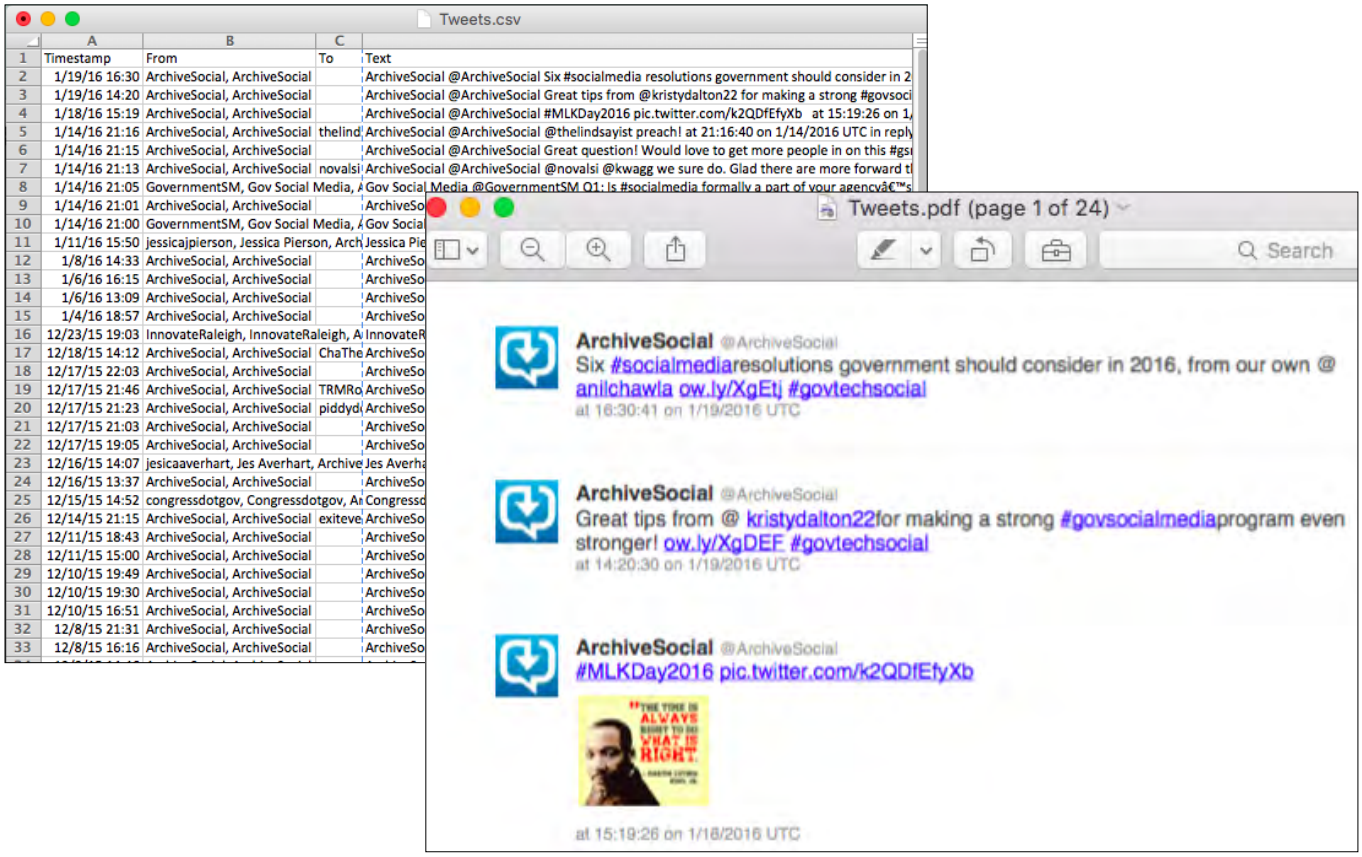


ArchiveSocial's advanced search allows you to scope by a variety of options to find the needle in the haystack. Search by content type, date range, network, keywords, participants, or tags. Custom tags for content make it easy to organize any archive and filters can quickly refine results.

DATA EXPORT TO A VARIETY OF FORMATS

Storing data is only half the equation. A complete records management solution must provide the ability to easily locate and produce records in a usable format.

Because social media content is rich and dynamic, it is important that records can be exported in a variety of static formats based on how the data will be used. Furthermore, it is critical that all data – including metadata and images – can be included in the export.

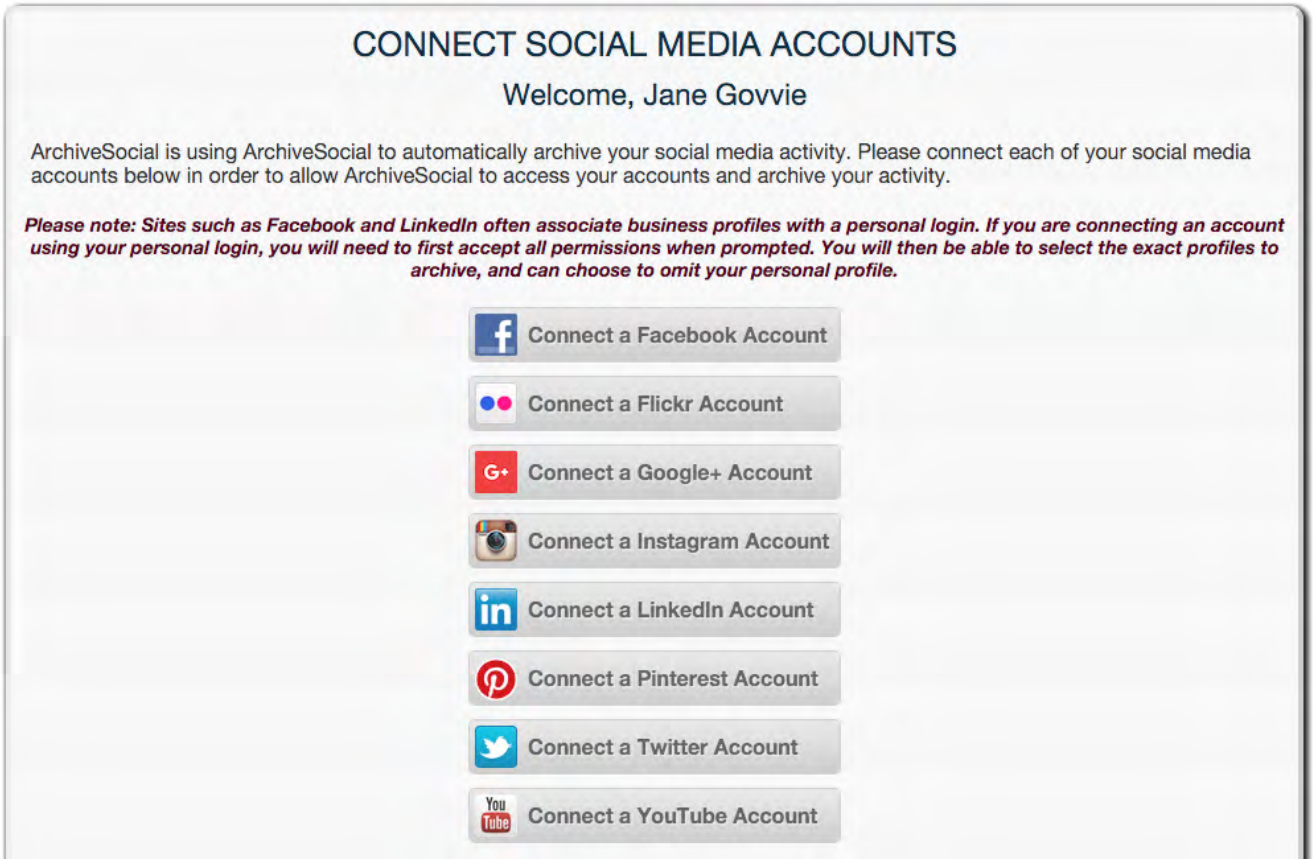


ArchiveSocial can export social media content to a variety formats including PDF, HTML, and Excel. Furthermore, it is possible to export everything in the archive at any time, including all of the rendered content, native formats, images, and digital signatures.

QUICK AND SEAMLESS DEPLOYMENT

Whether an organization's social media portfolio is managed by a single individual or distributed across several departments, a centralized social media records archive is the key to efficient and cost effective compliance.

Organizations need to be able to connect accounts quickly and easily without collecting personal login information from multiple users or granting blanket access to all of the data in the archive.

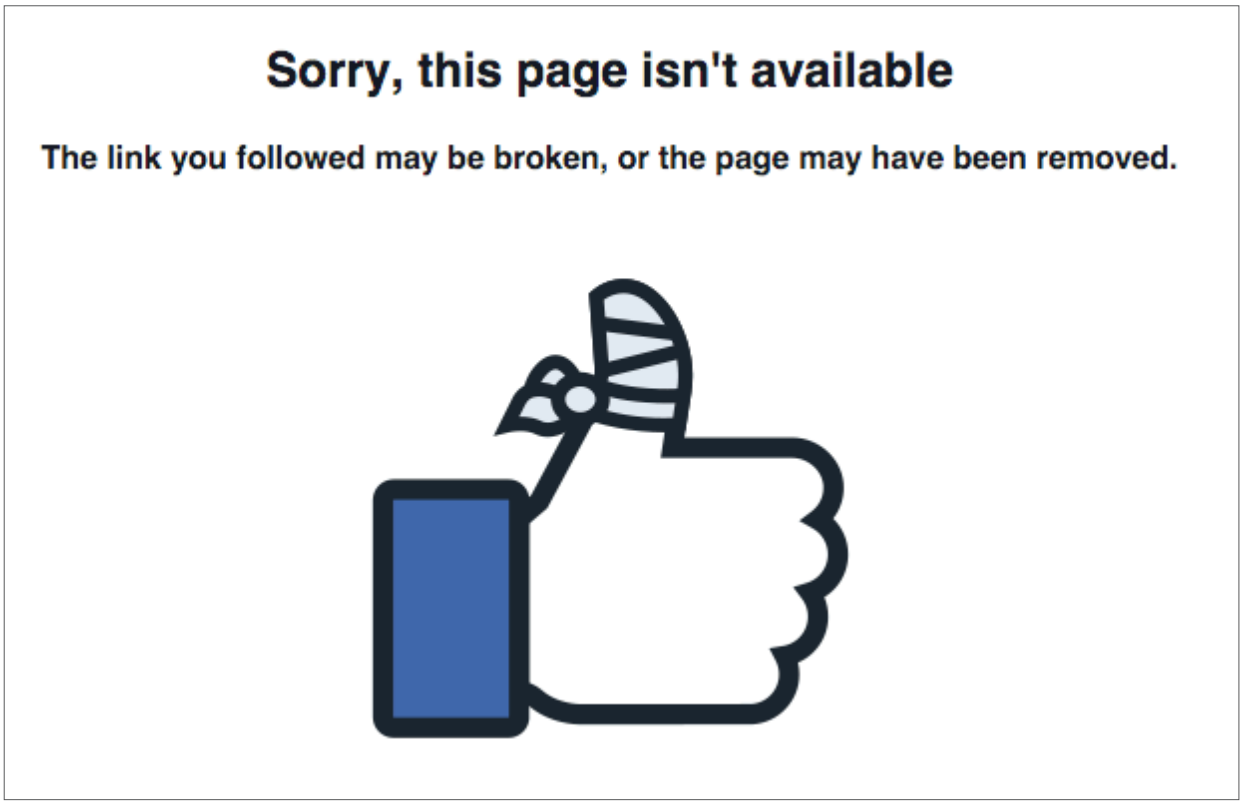


ArchiveSocial is a pure cloud-based solution that requires no software installation or IT expertise. It simplifies deployment across the organization and enables your business to automate social media record keeping in a matter of minutes.

COMPLETE HISTORICAL ARCHIVE

For organizations that have not been maintaining records of social media, it is important for existing account history to be included in a complete archive.

A social media portfolio can change over time, with accounts falling in and out of relevancy. Even if a profile is removed, records of that content must continue to be stored and maintained for organizations to stay compliant



ArchiveSocial collects a full archive of existing social media accounts from the start, ensuring a complete archive. When social media accounts are retired, they can be set to historical status. The data remains in the archive and is fully exportable and searchable.

SOCIAL NETWORKS WE ARCHIVE

Organizations engage across the web and need an archiving solution that works with all of their social media networks. Preserving all social media records in one archive makes it easy to access content.



ArchiveSocial currently supports Facebook, Twitter, Youtube, LInkedin, Instagram, Flickr, Pinterest, and Google Plus, all within one platform.

ArchiveSocial is the social media archiving solution for government and regulated industries.

Sign up today and take control of your social media data.



ArchiveSocial

Social media archiving for government

Visit us on the web at archivesocial.com
or reach us by phone at (888) 558-6032.

ArchiveSocial © 2016

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-11

PREPARED BY: Paul J. Zielinski Deputy Director-CFO September 20, 2018

SUBJECT: BANKING SERVICES
Wells Fargo Contract Approval

BACKGROUND: Wells Fargo Bank has been providing the Port of Palm Beach with banking services for over a decade. They have provided for all of our cash needs, excluding the Bond Sinking and Security Fund held by BONY. On June 14, 2018, the Board of Commissioners authorized staff to enter into negotiations with Wells Fargo Bank for a Banking Services Contract in accordance with the proposal presented at that time. The attached contract includes all the terms presented and requested by the Board at the June meeting.

Effectively, the Port will be maintaining sufficient cash on hand to meet monthly obligations and will invest the difference in fully insured and liquid Money Market Funds. These Money Market Funds meet all Florida State and Port security requirements.

We have estimated the impact of this new procedure, and based upon current cash balances, the Port will more than double Interest Income per year from $70,000 to over $150,000.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: Increase in Interest Income depending on cash balances available.

RECOMMENDATIONS: The Board of Commissioners of the Port of Palm Beach are respectfully requested to approve and execute the attached agreement with Wells Fargo Bank for Banking Services.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion by: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

Wells Fargo Bank, N.A.
100 South Ashley Drive, 8th Floor
Tampa, Florida 33602

July 18, 2018

Port of Palm Beach District
Paul J. Zielinski
Chief Financial Officer and
Deputy Port Director
1 East 11th Street, Suite 600
Riviera Beach, Florida 33404

Re: Banking Services Contract

Dear Paul,

On behalf of Wells Fargo, we appreciate the opportunity to provide banking services to the Port of Palm Beach District ("the District"). We are pleased to proceed with a banking services contract to the District. We care about your success and would consider it an honor to continue building a first-rate treasury and banking relationship.

In this package, the following attachments are included:

- Master banking services agreement
- Summary
  - *Exhibit A: Proforma*
  - *Exhibit B: General agreements and service descriptions (Separately attached)*
- Updated sweep fact sheets

Thank you for giving us an opportunity to continue building a partnership.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Kristine Alderson
Relationship Manager
813-225-4428/ 813-373-2115
kristine.alderson@wellsfargo.com

MASTER BANKING SERVICES AGREEMENT- 1.1

This Master Services Agreement (this "**Agreement**") is entered into as of the _____ day of _____, 2018 by and between Wells Fargo Bank, N.A. ("**Bank**"), and the Port of Palm Beach District ("the District") for the period of **October 1, 2018 to October 31, 2020** with an option of two (2) one (1) year extensions upon agreement of mutual parties.

Recitals

WHEREAS, the District has requested that Bank provide certain banking and treasury management services (collectively, the "**Services**") to the District; and

WHEREAS, Bank has agreed to provide the Services to the District, and the District has agreed to accept the Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the District expressly acknowledge, each of Bank and the District hereby agree as follows:

Agreement

1. Service Documentation. Bank shall provide, and the District shall accept, the Services pursuant to the terms and conditions of the "**Service Documentation**" which includes:

1.1 This Agreement;

1.2 Bank's Proposal; (Exhibit A Pricing)

1.3 The account agreement for the deposit accounts that the District maintains at Bank (the "**Deposit Agreement**") (Exhibit B).

1.4 The Service Description for each Service (each, a "**Service Description**") (Exhibit B).

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Deposit Agreement and the Service Descriptions in effect as of the date of this Agreement are attached hereto as Exhibit B-1.3 and 1.4.

The Service Documentation constitute the entire agreement between Bank and the District and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services; Additional Services. Bank and the District will agree upon the Service(s) to be provided. If the District requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

3. Changes to Services or Service Documentation.

Bank may change the Services and/or terms in the Service Documentation listed in 1.3 and 1.4 at any time upon prior written notification. If the District discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If the District continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination.

Unless terminated sooner in accordance with the Service Documentation, this Master Agreement and all Services will continue in effect until October 31, 2020 with an option of two (2) one (1) year extensions upon agreement of mutual parties. This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation). Bank may terminate any Service (a) following notice to the District of a breach of any provision of the Service Documentation and the District's failure to cure the breach within ninety (90) days of the date of such notice, or (b) without notice to the District if (i) The District is subject to a petition under the U. S. Bankruptcy Code or (ii) Bank determines in its sole discretion that a material adverse change has occurred in the District's ability to perform its obligations under the Service Documentation. The termination of a Service will not affect the District's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the District for any losses or damages the District may incur as a result of any termination of any Service.]

5. Service Fees. The District shall pay Bank the fees for the Services as set forth in the Proposal attached hereto Exhibit A, exclusive of taxes based on Bank's net income. Except as otherwise agreed to between the District and Bank, Bank may debit the District's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to the District for such amounts, which the District will promptly pay.

6. Confidential Information. Unless otherwise provided in the Service Documentation, all User Guides and software provided to the District constitute Bank's or its vendor's confidential information ("**Confidential Information**"), and the District will not acquire any ownership interest in or rights to Confidential Information as a result of the District's use of any Service. The District will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than the District's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. The District will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "**Unauthorized Use**") of any Confidential Information. If the District (or its employees or agents) is responsible for the Unauthorized Use, the District will, at its expense, if directed by Bank in lieu of Bank taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.

7. Representations and Warranties.

7.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

7.2 The District warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

7.3 If the District employs an agent in connection with its use of any Service, the District represents and warrants to Bank that (a) the District's governing body has duly authorized the agent and (b) The District will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding the District's use of a Service from the District's agent will be deemed to be a communication from the District, and the District authorizes Bank to communicate with the District's agent regarding any such communication or Service.

7.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

8. Liability and Indemnification.

8.1 Bank will perform each Service in accordance with reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.

8.2. Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in the District's account, unless otherwise provided in the Service Documentation; b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to the District; c) Bank has reason to believe may not have been duly authorized, should not be honored for its or the District's protection, or involves funds subject to a hold, dispute, restriction or legal process; or d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.

8.3 All uses of Services through the District's ID codes, passwords, token cards, PINs, or passcodes (each, a "**Code**") will be deemed to be authorized by and binding on the District. The District's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access the District's electronic communications and financial data, and (c) send or receive information and communications to Bank. The District assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

8.4 The District will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. The District will cooperate fully (and at its own expense) with Bank in recovering a loss. If the District is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of the District.

8.5 Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or the District, Bank may, upon notice to the District, suspend or discontinue the affected Service.

8.6 Except in the case of Bank's negligence or intentional misconduct, the District will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of the District; and (c) if the Service includes a license or sublicense of any software to the District, the use or distribution of the software by the District or any person gaining access to the software through the District that is inconsistent with the license or sublicense.

8.7 Bank will only be liable to the District for the District's direct monetary losses due to Bank's negligence or intentional misconduct. Except as expressly provided otherwise in the Service Documentation, neither party to this Master Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

9. Miscellaneous.

9.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to the District as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.

9.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for the District in Bank's records, and any notice from Bank will be effective when sent. The District will use the address where the District's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from the District will be effective when actually received by Bank. Bank will be entitled to rely on any notice from the District that it believes in good faith was authorized by an authorized representative of the District and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

9.3 The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States [and around the world][1] to provide service to Bank's customers. Bank reserves the right to perform services using this model and to add and delete service providers at Bank's discretion. Bank has rigorous vendor engagement policies and procedures. Bank takes responsibility for the actions of the providers with whom it enters into contracts to provide services to Bank's customers.

9.5 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

Port of Palm Beach District

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, N.A.

By: _____

Name: Kristine Alderson

Title: Relationship Manager

[1] *If RFP requires all work to be done in U.S., confirm with RM, and remove the bracketed language.*

Exhibit A

Pricing Proforma-1.2

[see attached]

Port of Palm Beach summary:

	Account Analysis STMT	- Peg balance at 15MM, zero fees out of pocket Earnings Credit 50/ Int Paid 50	
	Example-February	Sample	
Peg Balance-*Depending on the month*	$21,624,334	$10,000,000 through $15,000,000	
Earnings Credit Rate (ECR)	0.50%	0.50%	
Estimated Fees - off set by balances	8,636,685	8,345,709	
Excess Balances (eligible for interest)	$12,987,649	$6,654,291	
Estimated Interest Paid out	$4,981	$2,892	**
Interest Rate	0.50%	0.50%	
Estimated Sweep Balances	0	6,424,334	
Interest Paid- Sweep Interest Estimate-1.70%*		$9,529	**
Total $ earned	$4,981	12,421	**
	$0.00 Hard dollar fees	**$0.00 Hard dollar fees**	

** Daily changes occur*

***Will depend on deposit/sweep balances. Above is a sample based on $15MM deposits/$6.4MM sweep*

Sweep Rates	Current rate
Government Money Market Fund-Institutional Rate as of today 07/18/18:	1.77%
Treasury Plus Money Market Fund-Institutional Rate as of today 07/18/18:	1.73%

Wells Fargo Treasury Management Pro Forma

Prepared For
Port of Palm Beach 10MM-15MM PEG 50/50

ANALYSIS SUMMARY

Average Positive Collected Balance-PEG	$	10,000,000.00 to 15,000,000	
Balance Reserve Requirement @ 0.00%		$	0.00
Investable Balance Available for Services	$	10,000,000-15,000,000.00	
Monthly Analyzed Charges		$	3,477.38
Earnings Allowance @ 0.50%		$	3,477.38
Net Monthly Analyzed Charges		$	(0.00)
*Monthly Fee Based Charges		$	0.00
Total Monthly Analyzed Charges		$	(0.00)
Interest @ 0.50%		$	2,892.48 *Depending on balance
*Charges not offset by balances			
Investable balance required to offset $1.00 of analyzed charges		$	2,400.00
Balance required to offset all analyzed charges		$	8,345,708.88

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
IAMIB	000230	RECOUPMENT MONTHLY IB	0.12750	15,000	1,912.50
		BALANCE & COMPENSATION INFORMATION Subtotal			**1,912.50**
22051	010000	ACCT MAINTENANCE	20.00000	12	240.00
CK021	010100	DEBITS POSTED	0.20000	36	7.20
		GENERAL ACCOUNT SERVICES Subtotal			**247.20**
08174	100100	CASH VAULT DEPOSIT CASH AND CHECK	10.00000	4	40.00
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	0.24460	42	10.27
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	12	0.00
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000	12	0.00
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00050	2,721	1.36
08132	100100	CASH VAULT MONTHLY BASE	30.00000	2	60.00
08008	100110	VAULT DEPOSITED COIN - ROLLED	0.12000	14	1.68
001	100220	DEPOSITED CHECKS - ON US	0.12000	11	1.32
002	100225	DEPOSITED CHECK	0.12000	84	10.08
		DEPOSITORY SERVICES Subtotal			**124.71**

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.03000	138	4.14
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	6.00000	1	6.00
12682	150120	POSITIVE PAY ONLY - ITEM	0.05000	133	6.65
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	15.00000	6	90.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	60.00000	6	360.00
22202	150100	DDA CHECKS PAID	0.12000	138	16.56
		PAPER DISBURSEMENT SERVICES Subtotal			**483.35**
34337	200201	CEO CHECK ISSUES-ITEM	0.03900	135	5.26
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000	667	6.67
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**11.93**
CK018	250201	ELECTRONIC CREDITS POSTED	0.41000	34	13.94
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000	1	0.00
ES344	250202	ACH RECEIVED ITEM	0.00000	23	0.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	0.53000	3	1.59
34377	250000	ACH PAYMENTS BASE FEE	55.00000	1	55.00
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM	0.16000	189	30.24
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	5.00000	3	15.00
ES352	251050	ACH FRAUD FILTER STOP MTHLYBASE	5.00000	9	45.00
ES481	250302	ACH NOC - INFO REPORTING ADVICE	6.50000	4	26.00
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	0.00000	13	0.00
		GENERAL ACH SERVICES Subtotal			**186.77**
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE	0.00000	1	0.00
		EDI PAYMENT SERVICES Subtotal			**0.00**
ES030	350300	WIRE IN - DOMESTIC	10.00000	3	30.00
ES191	350320	WIRE IN VIA CORRESPONDENT BK-USD/FX	7.00000	2	14.00
ES141	350120	WIRE BOOK TRANSFER - CEO	0.21000	17	3.57
ES139	350100	WIRE OUT DOMESTIC - CEO	9.00000	8	72.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**119.57**
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.02000	160	3.20
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.30000	10	3.00
34120	400055	CEO INTRADAY REPORTING MAINTENANCE	15.00000	12	180.00
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	0.10000	247	24.70
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	15.00000	12	180.00
34205	400003	CEO WIRE XFR DETAIL US ACCT MO BASE	0.00000	12	0.00
34253	400800	INFO REPORTING HISTORY STORAGE 120	0.00000	2,954	0.00
34207	400274	CEO WIRE XFR DETAIL US ACCT ITEM	0.02000	22	0.44
		INFORMATION SERVICES Subtotal			**391.34**
		Total Analyzed Charges			**(0.00)**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**3,477.38**

For additional service definitions, please contact your Treasury Management Sales Consultant or visit:
www.wellsfargo.com/accountanalysis

Exhibit B

Deposit agreement- 1.3

Service descriptions-1.4

[Separately attached]

Appendix

Institutional Class shares

Government Money Market Fund

All information is as of 6-30-18 unless otherwise indicated. Information is subject to change.

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Institutional
Investment Minimum	$10 million
Ticker	GVIXX
CUSIP	94975P405
Gross Expense Ratio	0.22%
Net Expense Ratio	0.20%
Total fund assets	$73.7 billion
Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird, CFA
Fund Inception Date	11-16-87
Class Inception Date	7-28-03
Trading deadline	5 p.m. Eastern Time

Performance

Current yield as of 6-30-18

	7-day SEC yield (%)
	1.77

Month	30-day current yield (%)
June 2017	0.74
July 2017	0.82
August 2017	0.85
September 2017	0.86
October 2017	0.88
November 2017	0.92
December 2017	1.05
January 2018	1.16
February 2018	1.20
March 2018	1.36
April 2018	1.50
May 2018	1.58
June 2018	1.69

Average annual total returns (%) as of 6-30-18

1 year	3 year	5 year	10 year	Since Inception
1.16	0.55	0.33	0.27	3.13

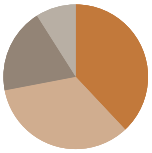
Principal investment strategies

Seeks current income, while preserving capital and liquidity. Invests in high-quality, short-term money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

Portfolio composition [1]

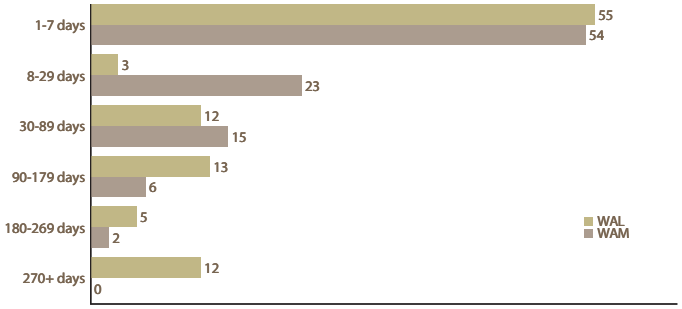
% of portfolio

- Government agency debt: (38)
- Government agency repo: (34)
- Treasury repurchase agreement: (19)
- Treasury debt: (9)



Total : 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 25 days
Weighted average life: 94 days

Daily liquid assets: 49%
Weekly liquid assets: 63%

The Manager has contractually committed through May 31, 2019, to waive fees and/or reimburse expenses to the extent necessary to cap the fund's total annual fund operating expenses after fee waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses (if any), and extraordinary expenses are excluded from the cap. Without these reductions, the fund's seven-day current yield would have been 1.75%. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees. The expense ratio paid by an investor is the net expense ratio (the total annual fund operating expenses after fee waivers) as stated in the prospectus.

Figures quoted represent past performance, which is no guarantee of future results and do not reflect taxes that a shareholder may pay on a fund. *Investment returns will fluctuate. The fund's yield figures more closely reflect the current earnings of the fund than the total return figures. Current performance may be lower or higher than the performance data quoted and assumes the reinvestment of dividends and capital gains. Current month-end performance is available at the fund's website, wellsfargofunds.com.*

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the fund and are described in the fund's current prospectus.

(Continued on next page.)

Strength. Expertise. Support.

The expertise of our independent Wells Fargo Funds investment teams, our rigorous ongoing investment review, and a collaborative level of superior service is our trademark. We skillfully manage our funds to help institutions, financial advisors, and individuals navigate the investment terrain to reach their financial objectives. Everything we do on behalf of our investors is built on the standards of integrity and service established by our parent company, Wells Fargo & Company.

Fund disclosures

For government money market funds: You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

1. Portfolio composition is subject to change and may have changed since the date specified.

Definition of terms

Daily liquid assets: Cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly liquid assets: Cash, direct obligations of the U.S. government, or government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature exercisable and payable within five business days.

Weighted average life (WAL): An average of the final maturities of all securities held in the portfolio, weighted by their percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. The calculation of WAL allows for the maturities of certain securities with demand features to be shortened but, unlike the calculation of WAM, does not allow shortening of the maturities of certain securities with periodic interest rate resets. WAL is a way to measure a fund's potential sensitivity to credit spread changes. WAL is subject to change and may have changed since the date specified.

Weighted average maturity (WAM): An average of the effective maturities of all securities held in the portfolio, weighted by each security's percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. WAM calculations allow for the maturities of certain securities with demand features or periodic interest rate resets to be shortened. WAM is a way to measure a fund's sensitivity to potential interest rate changes. WAM is subject to change and may have changed since the date specified.

Rating agencies: The ratings indicated are from Standard & Poor's (S&P); Moody's Investors Service, Inc.; and/or Fitch Ratings Ltd. (together, rating agencies). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The funds are not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the funds. The credit rating is a forward-looking opinion about a fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAm (highest) to Dm (lowest). Moody's rates the creditworthiness of money market funds from Aaa-mf (highest) to C-mf (lowest). Fitch Ratings Ltd. rates the creditworthiness of money market funds from AAAmmf (highest) to Bmmf (lowest).

This fact sheet must be accompanied or preceded by a current prospectus for Institutional Class shares of the Wells Fargo Money Market Funds.

Wells Fargo Asset Management (WFAM) is a trade name used by the asset management businesses of Wells Fargo & Company. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Funds. Other affiliates of Wells Fargo & Company provide subadvisory and other services for the funds. The funds are distributed by **Wells Fargo Funds Distributor, LLC**, Member FINRA, an affiliate of Wells Fargo & Company. Neither Wells Fargo Funds Distributor nor Wells Fargo Funds Management holds fund shareholder accounts or assets. This material is for general informational and educational purposes only and is NOT intended to provide investment advice or a recommendation of any kind—including a recommendation for any specific investment, strategy, or plan.

NOT FDIC INSURED ▪ NO BANK GUARANTEE ▪ MAY LOSE VALUE

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312884 07-18 MMFS013

Institutional Class shares

Treasury Plus Money Market Fund

All information is as of 6-30-18 unless otherwise indicated. Information is subject to change.

Key facts

S&P rating	AAAm
Moody's Rating	Aaa-mf
Share Class	Institutional
Investment Minimum	$10 million
Ticker	PISXX
CUSIP	94975H296
Gross Expense Ratio	0.23%
Net Expense Ratio	0.20%
Total fund assets	$13.8 billion
Fund Manager	Laurie R. White, Jeffrey L. Weaver, CFA, Michael C. Bird, CFA
Fund Inception Date	10-01-85
Class Inception Date	8-11-95
Trading deadline	5 p.m. Eastern Time

Performance

Current yield as of 6-30-18

	7-day SEC yield (%)
	1.75

Month	30-day current yield (%)
June 2017	0.76
July 2017	0.84
August 2017	0.84
September 2017	0.86
October 2017	0.89
November 2017	0.93
December 2017	1.05
January 2018	1.16
February 2018	1.19
March 2018	1.35
April 2018	1.46
May 2018	1.53
June 2018	1.67

Average annual total returns (%) as of 6-30-18

1 year	3 year	5 year	10 year	Since Inception
1.15	0.53	0.32	0.22	3.31

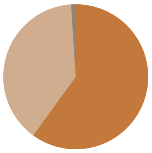
Principal investment strategies

Seeks current income, while preserving capital and liquidity by investing in high-quality, short-term money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Portfolio composition [1]

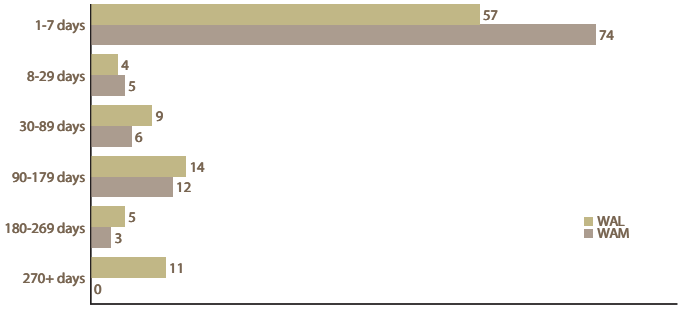
% of portfolio

- Treasury repurchase agreement: (60)
- Treasury debt: (39)
- Other instrument: (1)



Total : 100%

Portfolio maturity schedule (%)



Money market fund statistics

Weighted average maturity: 26 days
Weighted average life: 96 days

Daily liquid assets: 87%
Weekly liquid assets: 91%

The Manager has contractually committed through May 31, 2019, to waive fees and/or reimburse expenses to the extent necessary to cap the fund's total annual fund operating expenses after fee waiver at the amounts shown above. Brokerage commissions, stamp duty fees, interest, taxes, acquired fund fees and expenses (if any), and extraordinary expenses are excluded from the cap. Without these reductions, the fund's seven-day current yield would have been 1.73%. After this time, the cap may be increased or the commitment to maintain the cap may be terminated only with the approval of the Board of Trustees. The expense ratio paid by an investor is the net expense ratio (the total annual fund operating expenses after fee waivers) as stated in the prospectus.

Figures quoted represent past performance, which is no guarantee of future results and do not reflect taxes that a shareholder may pay on a fund. *Investment returns will fluctuate. The fund's yield figures more closely reflect the current earnings of the fund than the total return figures. Current performance may be lower or higher than the performance data quoted and assumes the reinvestment of dividends and capital gains. Current month-end performance is available at the fund's website, wellsfargofunds.com.*

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the fund and are described in the fund's current prospectus.

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Fund disclosures

For government money market funds: You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

1. Portfolio composition is subject to change and may have changed since the date specified.

Definition of terms

Daily liquid assets: Cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly liquid assets: Cash, direct obligations of the U.S. government, or government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature exercisable and payable within five business days.

Weighted average life (WAL): An average of the final maturities of all securities held in the portfolio, weighted by their percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. The calculation of WAL allows for the maturities of certain securities with demand features to be shortened but, unlike the calculation of WAM, does not allow shortening of the maturities of certain securities with periodic interest rate resets. WAL is a way to measure a fund's potential sensitivity to credit spread changes. WAL is subject to change and may have changed since the date specified.

Weighted average maturity (WAM): An average of the effective maturities of all securities held in the portfolio, weighted by each security's percentage of total investments. The maturity of a portfolio security is the period remaining until the date on which the principal amount is unconditionally required to be paid, or in the case of a security called for redemption, the date on which the redemption payment is unconditionally required to be made. WAM calculations allow for the maturities of certain securities with demand features or periodic interest rate resets to be shortened. WAM is a way to measure a fund's sensitivity to potential interest rate changes. WAM is subject to change and may have changed since the date specified.

Rating agencies: The ratings indicated are from Standard & Poor's (S&P); Moody's Investors Service, Inc.; and/or Fitch Ratings Ltd. (together, rating agencies). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The funds are not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the funds. The credit rating is a forward-looking opinion about a fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAm (highest) to Dm (lowest). Moody's rates the creditworthiness of money market funds from Aaa-mf (highest) to C-mf (lowest). Fitch Ratings Ltd. rates the creditworthiness of money market funds from AAAmmf (highest) to Bmmf (lowest).

This fact sheet must be accompanied or preceded by a current prospectus for Institutional Class shares of the Wells Fargo Money Market Funds.

Wells Fargo Asset Management (WFAM) is a trade name used by the asset management businesses of Wells Fargo & Company. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Funds. Other affiliates of Wells Fargo & Company provide subadvisory and other services for the funds. The funds are distributed by **Wells Fargo Funds Distributor, LLC**, Member FINRA, an affiliate of Wells Fargo & Company. Neither Wells Fargo Funds Distributor nor Wells Fargo Funds Management holds fund shareholder accounts or assets. This material is for general informational and educational purposes only and is NOT intended to provide investment advice or a recommendation of any kind—including a recommendation for any specific investment, strategy, or plan.

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WELLS FARGO



WELLS FARGO

Commercial Account Agreement

Effective October 1, 2014

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Introduction

In this Commercial Account Agreement ("Agreement"), "Company" refers to the owner or accountholder of a Wells Fargo bank commercial deposit account ("Account"). "Bank" refers to the Wells Fargo bank at which Company's Account is maintained. This Agreement includes the following disclosures applicable to Bank's commercial deposit accounts and related services (each, a "Service"), that Bank has separately provided to Company: (i) the schedule of Bank's fees and other account-related information (the "fee and information schedule"), (ii) the collection schedule, (iii) the funds availability policy, (iv) the privacy policy, (v) the rate sheets for interest-bearing accounts, each as modified by Bank from time to time, and (vi) any additional disclosures regarding Company's Account that Bank may provide to Company. Company is responsible for ensuring that each Authorized Signer is familiar with this Agreement. Unless Company has instructed Bank in writing to the contrary, Bank may consider communications about Company's Account from an Authorized Signer on Company's Account as communications from Company. Company agrees to notify Bank immediately in writing if any Authorized Signer's authority has been terminated. This Agreement replaces all prior agreements with Bank regarding Company's Account other than agreements regarding security interests in, or services utilizing, the Account. By signing Bank's signature card for Company's Account or by using Company's Account or a Service, Company will be deemed to have agreed to this Agreement. Company should retain a copy of this Agreement (and any information that Bank provides Company regarding changes to this Agreement) for as long as Company maintains its Account with Bank.

Defined Terms

In this Agreement, certain words have a special meaning and are therefore defined. Certain terms and their definitions are found in this Section, and others are found in the text of this Agreement.

Affiliate.

An "Affiliate" is a bank that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Authorized Signer.

An "Authorized Signer" is a person who has Company's actual or apparent authority to transact business on Company's Account(s), whether or not such person has signed the signature card or other documentation for

Company's Account(s). Bank may continue to recognize an Authorized Signer's authority until Bank has received and had a reasonable time to act upon Company's written modification or revocation of it.

Business Day.

A "Business Day" is every day except Saturdays, Sundays and federal holidays.

Collected Balance.

The "Collected Balance" is the Ledger Balance in Company's Account less Deposit Float.

Commercial Deposit Account.

A "Commercial Deposit Account" is any deposit account, other than one of Bank's business deposit accounts, that is not held or maintained primarily for personal, family or household purposes. Examples of commercial deposit accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Deposit Float.

"Deposit Float" is the total dollar amount of Items deposited in Company's Account for which, based on the collection schedule used by Bank or the applicable Affiliate for this type of account, Company's Account has not yet been credited for purposes of calculating the Collected Balance.

Deposited Item.

A "Deposited Item" is an Item (including a non-U.S. Item) that Bank cashes or collects for Company or accepts for deposit to Company's Account.

Investable Balance.

The "Investable Balance" is the Collected Balance in Company's Account less (i) the portion of such Collected Balance that Bank is required by law to hold in reserve at a Federal Reserve Bank and (ii) other adjustments.

Item.

An "Item" is an order, instruction, or authorization to withdraw or pay funds from Company's Account. Examples include checks and electronic transactions including Automated Clearing House (ACH) and wire transfers.

Ledger Balance.

The "Ledger Balance" is the balance in Company's Account after all debits and credits for the Business Day are posted.

Overdraft.

An "Overdraft" is any event that results in a negative balance in Company's Account.

Paper Item.

A "Paper Item" is an Item that is in paper form.

Service.

A "Service" is any service Bank provides to Company including without limitation any Treasury Management Service.

Arbitration Agreement

Agreement to Arbitrate.

Except as stated in "No Waiver of Self-Help or Provisional Remedies" below, Company and Bank agree, at Company's or Bank's request, to submit to binding arbitration all claims, disputes and controversies between or among Company and Bank (and their respective employees, officers, directors, attorneys and other agents), whether in tort, contract or otherwise arising out of or relating in any way to Company's Account(s) and/or Service(s) and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default or termination (each, a "Dispute").

Governing Rules.

Any arbitration proceeding will (i) proceed in a location selected by the American Arbitration Association ("AAA") in the state whose laws govern Company's Account; (ii) be governed by the Federal Arbitration Act (Title 9

of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Company and Bank; and (iii) be conducted by the AAA, or such other administrator as Company and Bank shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least $1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and any such Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. Nothing contained herein shall be deemed to be a waiver by Bank of the protections afforded to it under 12 U.S.C. Section 91 or any similar applicable state law.

No Waiver of Self-Help or Provisional Remedies.

This arbitration requirement does not limit the right of either party to (i) exercise self-help remedies including setoff or (ii) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (i) and (ii) of this subsection.

Arbitrator Qualifications and Powers.

Any Dispute in which the amount in controversy is $5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than $5,000,000.00. Any Dispute in which the amount in controversy exceeds $5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern Company's Account and who has a minimum of ten (10) years experience in the substantive law applicable to the subject matter of the Dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication.

The arbitrator(s) shall resolve all Disputes in accordance with the substantive law of the state whose laws govern Company's Account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as deemed necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the state rules of civil procedure for the state whose laws govern Company's Account or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

Discovery.

In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date and within 180 days of the filing of the Dispute with the AAA. Any requests for an extension of the discovery periods, or any discovery Disputes, will be subject to final determination by the arbitrator(s) upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

Class Actions and Consolidations.

Company and Bank agree that the resolution of any Dispute arising pursuant to the terms of this Agreement shall be resolved by a separate arbitration proceeding and shall not be consolidated with other Disputes or treated as a class. Neither Company nor Bank shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

Payment of Arbitration Costs and Fees.

The arbitrator(s) shall award all costs and expenses of the arbitration proceeding.

Miscellaneous.

To the maximum extent practicable, the AAA, the arbitrator(s), Company and Bank shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. The arbitrator(s), Company or Bank may not disclose the existence, content or results thereof, except for disclosures of information by Company or Bank required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Company and Bank potentially applies to a Dispute, the arbitration agreement most directly related to Company's Account or the subject matter of the Dispute shall control. This arbitration agreement shall survive the closing of Company's Account or termination of any Service or the relationship between Company and Bank.

Statements and Other Account-Related Information

Mailing Statements and Other Account-Related Information to Company.

Except as expressly provided otherwise in this Agreement, Bank will mail (or otherwise make available to Company) statements for Company's Account and notices and other information regarding Company's Account or any Service (collectively, "Account-Related Information") to the postal or electronic address reflected in Bank's records for Company's Account. Any statement or Account-Related Information will be deemed to have been sent to Company on the first Business Day following the date on it. A statement or other Account-Related Information that is held for Company to pick up will be deemed to be delivered to Company at the time that Bank makes it available for pick up.

Company's Obligation to Review Statements and Other Account-Related Information and to Notify Bank of Errors.

Company agrees to promptly and carefully examine each statement for Company's Account and any other Account-Related Information and any paid Items that are returned with (or described in) the statement and any other Account-Related Information and to promptly notify Bank of, and reimburse Bank for, any erroneous credit to Company's Account. Within thirty (30) days after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim for credit or refund due, for example, to an erroneous or unauthorized debit, a missing signature, an unauthorized signature, or an alteration (each, an "unauthorized transaction"). Within six (6) months after Bank mails or otherwise makes the statement or other Account-Related Information available to Company, Company will notify Bank of any claim

for credit or refund resulting from a forged, unauthorized, or missing endorsement. Such notification is to be made by (i) calling the telephone number listed on the statement for Company's Account or in the other Account-Related Information for such purpose and (ii) submitting a written report to Bank as soon as possible, but, in any event, within the timeframes specified above. If Company fails to notify Bank within the timeframes specified above, the balance shown on the statement for Company's Account or other Account-Related Information will be conclusively presumed to be correct, and Company will be deemed to have released Bank from all liability for the Items charged to Company's Account and for all other transactions covered by the statement or other Account-Related Information. In addition, if Company fails to notify Bank of an unauthorized transaction on Company's Account within thirty (30) days after Bank mails or otherwise makes the statement for Company's Account or other Account-Related Information describing the unauthorized transaction available to Company, Bank will not be liable to Company for any unauthorized transactions on Company's Account by the same person that could have been prevented if Company had complied with Company's obligations under this subsection. If Company notifies Bank of any claim for credit or refund later than required by this subsection, Bank may assert, at Company's request and on Company's behalf, any claim against a third party that Bank determines in Bank's sole discretion is permitted under the laws governing this Agreement or applicable rule.

Returned, Unclaimed Statements or Other Account-Related Information.

Unless otherwise prohibited by the laws governing this Agreement, (i) if two or more statements for Company's Account are returned, Bank may discontinue sending statements for Company's Account and other Account-Related Information to Company until Company provides a valid address to Bank; (ii) Bank may destroy statements for Company's Account and other Account-Related Information that are sent to Company and returned to Bank as undeliverable; and (iii) if Bank holds the statement for Company's Account or other Account-Related Information for Company to pick up and the statement remains unclaimed for sixty (60) days, Bank may send the statement to the address reflected in Bank's records for Company's Account or destroy it.

Address Changes for Statements for Company's Account and Other Account-Related Information.

Company may instruct Bank to change the address to which Bank mails (or the means by which Bank otherwise makes available) statements for Company's Account and other Account-Related Information at any time. Bank may act on any such instruction purportedly made on Company's

behalf within a reasonable time after Bank receives such instruction. Unless Company instructs Bank otherwise, Bank may in its sole discretion change the address only for the Account(s) Company specifies or for all or some of Company's other Accounts with Bank. Bank may change Company's address of record if Bank receives an address change notice from the U.S. Postal Service or if Bank receives information from a third party in the business of providing correct address information that the address in Bank's records no longer corresponds to Company's address.

Notices and Other Mail.

Any notice Company sends Bank will not be effective until Bank actually receives it and has a reasonable opportunity to act on it. If there is more than one Authorized Signer on Company's Account, Bank may send statements and other Account-Related Information to any one of them (unless Company has otherwise instructed Bank in writing). Company assumes the risk of loss in the mail. Any notice Bank sends Company will be effective when mailed or otherwise made available to Company.

Contacting Company Regarding Servicing and/or Collections.

In order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may from time to time make calls and/or send text messages to Company at any telephone number(s) associated with Company's Account, including wireless telephone numbers that could result in charges to Company. The manner in which these calls or text messages are made to Company may include without limitation prerecorded/artificial voice messages and/or an automatic telephone dialing system. In addition, in order for Bank to service the Account or to collect any amounts Company owes to Bank, Bank may send e-mails to Company at any e-mail address Company provides to Bank.

Electronic Communications.

If Company provides Bank with an electronic address to which Bank may send electronic communications, Company agrees that Bank may send to Company by electronic communication any information that the laws governing this Agreement require be sent to Company in writing, provided such electronic communication does not violate the laws governing this Agreement. "Electronic communication" means a message transmitted electronically in a format that allows visual text or images to be displayed on equipment such as a personal computer monitor.

Fraud Prevention

Protection Against Unauthorized Items.

Company acknowledges that there is a growing risk of losses resulting from unauthorized Items. Bank offers Services that provide effective means for controlling the risk from unauthorized Items. These Services include:

• Positive Pay, Positive Pay with Payee Validation, or Reverse Positive Pay (each offered by Bank in conjunction with Bank's Account Reconciliation Plan Service);

• ACH Fraud Filter; and

• Payment Authorization Service.

In addition, Bank may recommend Company use certain fraud prevention practices to reduce Company's exposure to online fraud. Each of these practices is an industry "best practice".

An example of a best practice is dual custody, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

Company will be treated as having assumed the risk of any loss that could have been prevented by its use of any fraud prevention Service or best practice Bank has recommended to Company, if Company:

• Declines to enroll in the fraud prevention Service(s);

• Enrolls in the fraud prevention Service but fails to use it in accordance with the Service Documentation applicable to it; or

• Fails to adopt and follow a best practice.

Lost or Stolen Paper Items; Unauthorized Items.

If any of Company's unissued Paper Items has been lost or stolen, or if Company learns that unauthorized Items are being issued on Company's Account, Company agrees to notify Bank at once. To the extent that Company's failure to so notify Bank hampers Bank's ability

to prevent loss, Bank will be relieved of any liability for such Items. Upon receipt of any such notice, Bank may at its sole discretion and without any liability to Company take one or more of the following actions: (i) close Company's Account and open a new account for Company; (ii) dishonor any Paper Item Company or an Authorized Signer has indicated may have been lost or stolen (unless Company or an Authorized Signer subsequently has instructed Bank to honor such an Item); or (iii) pay any Paper Item presented for payment on Company's Account, provided Company has

instructed Bank to pay such Paper Item and given Bank the number of that Paper Item. If Bank opens a new account for Company and Company has authorized a third party to automatically make regular deposits to or withdrawals from Company's Account (such as wire or ACH transfers), Bank shall have no liability to Company if Company does not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for Company due to Company's failure to notify that third party in a timely fashion of the number of Company's new Account.

Preventing Misuse of Company's Account.

Company agrees to take reasonable steps to ensure the integrity of Company's internal procedures with respect to Company's Account and Items drawn on Company's Account or deposited to it. To help prevent embezzlement and protect Company's business assets, Bank recommends Company:

- Assign responsibilities for Company's Account to multiple individuals. Those who reconcile statements for Company's Account should be different from those who issue Items drawn on Company's Account.
- Reconcile statements for Company's Account as received and notify Bank immediately of any problem.
- Contact Bank immediately if Company does not receive the statement for Company's Account when Company would normally expect to.
- Watch for Paper Items cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure Company's supply of Paper Items at all times. Stolen Paper Items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling Company's Account or making a deposit.
- Review transaction activity on Company's Account for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any Paper Item that Company does not intend to use.
- Use tamper-resistant Paper Items at all times.
- Notify Bank immediately when an Authorized Signer's authority ends so that his/her name can be removed from all signature cards and Online Banking access, and any Cards that Bank has issued to him/her can be cancelled.

• Do not sign blank Paper Items.

• Obtain insurance coverage for these risks.

Claim of Unauthorized Transactions; Bank's Rights and Liability

Investigation by Bank; Company's Agreement to Cooperate.

Bank shall investigate any transaction Company has reported to Bank as unauthorized (a "Claim of Unauthorized Transaction"). Company agrees to (i) submit Company's Claim of Unauthorized Transaction in writing to Bank by completing or obtaining a declaration under penalty of perjury describing Company's Claim of Unauthorized Transaction (in an affidavit form approved by Bank, if so requested); (ii) file a police report; (iii) complete and return to Bank any documents requested of Company; and (iv) in all respects cooperate fully at Company's expense with Bank in Bank's investigation of Company's Claim of Unauthorized Transaction.

Standard of Care.

Bank will meet its standard of care for Company's Account by exercising ordinary care in the transaction at issue. When Bank takes an Item for processing by automated means, "ordinary care" does not require Bank to examine the Item. In all other cases, "ordinary care" requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than is otherwise established by the laws governing this Agreement. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. If Bank waives any of its rights as to Company or Company's Account on one or more occasions, it will not be considered a waiver of Bank's rights on any other occasion.

Limitation of Liability; Indemnification.

Whether in connection with Company's Account or a Service, in no event will either party to this Agreement or its respective directors, officers, employees, or agents be liable to the other party for any special, consequential, indirect or punitive damages, whether any claim is based on contract or tort or whether the likelihood of such damages was known to either party. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing this Agreement. Bank will not have any liability to Company if there are insufficient available funds in Company's Account to pay Company's Items due to actions taken by (i) Bank in accordance with this Agreement or (ii) any third party. Except to the extent that Bank fails to exercise ordinary care or breaches this Agreement,

Company agrees to indemnify and hold Bank and its directors, officers, employees and agents harmless from all claims, demands, losses, liabilities, judgments and expenses (including their attorneys' fees and legal expenses) arising out of or in any way connected with Bank's performance under this Agreement. Company agrees this indemnification will survive the closing of Company's Account and the termination of any Service.

Adverse Claims.

If any person or entity makes a claim against funds in Company's Account, or if Bank believes that a conflict exists between or among the Authorized Signers on Company's Account or that there is a dispute over matters such as the ownership of Company's Account or the authority to withdraw funds from Company's Account, Bank may, without any liability to Company, take one or more of the following actions: (i) continue to rely on Bank's records to determine the ownership of or the identity of the Authorized Signer(s) for Company's Account; (ii) honor the claim upon receipt of evidence satisfactory to Bank to justify such claim; (iii) freeze all or a part of the funds in Company's Account until the dispute is resolved to Bank's satisfaction; (iv) close Company's Account and send a check for the available balance in Company's Account payable to Company or to Company and each claimant; or (v) pay the funds into an appropriate court.

Legal Process.

Bank may accept and act on any legal process it believes is valid, whether served in person, by mail or by electronic notification, at any location of Bank. "Legal process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure or other legal process relating to Company's Account. Any such legal process is subject to Bank's security interest and right of setoff. Bank will not notify Company of a grand jury subpoena affecting Company or Company's Account.

"Freezing" Company's Account.

As part of Bank's loss prevention program, when Bank suspects that irregular, unauthorized, or unlawful activities may be occurring in connection with Company's Account, Bank may "freeze" (or place a hold on) the balance in Company's Account (and in other Account(s) Company maintains with Bank) pending an investigation of such suspected activities. If Bank freezes Company's Account, Bank will give any notice required by the laws governing this Agreement.

Force Majeure.

Neither party to this Agreement shall be deemed to be in default of any of

its obligations under this Agreement if its performance is delayed, hindered or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure or any cause beyond the control of either party.

Company's Insurance Coverage.

Many businesses carry special insurance for employee fraud/embezzlement. If Company does, Bank reserves the right to require Company to file a claim with its insurance company before making any claim against Bank. In such event, Bank will consider Company's claim only after Bank has reviewed Company's insurance company's decision, and Bank's liability to Company, if any, will be reduced by the amount Company's insurance company pays Company.

Substitute Checks

A federal law, known as the "Check Clearing for the 21st Century Act" or "Check 21," took effect on October 28, 2004. This law provides for an instrument called a "substitute check." A substitute check contains an accurate copy of the front and back of the original draft and bears the legend: "This is a legal copy of your check. You can use it the same way you would use the original check." As noted in the legend, a substitute check is the same as the original draft for all purposes, including proving that Company made a payment. Any Paper Item Company issues or deposits that is returned to Company may be returned in the form of a substitute check. Even if Company has cancelled Items returned with the statements for Company's Account, Bank may in its sole discretion withhold substitute checks therefrom. Company agrees Company will not transfer a substitute check to Bank, by deposit or otherwise, if Bank would be the first financial institution to take the substitute check, unless Bank has expressly agreed in writing to take it.

Deposits to Company's Account

General.

Unless otherwise agreed in writing, Bank may, without inquiry, accept a deposit to Company's Account at any time, from any person or entity, made in any manner including without limitation a deposit based on an image of an Item. Bank may also refuse to accept all or any part of any deposit. Bank may use time and place of receipt, method of delivery, and status of set up to determine when Company's deposit is received. Bank may require that Company deposit an Item made payable to Company to Company's Account, instead of permitting Company to cash the Item. Bank is not

responsible for a deposit until a Bank employee has received and verified it. The receipt received at the time of deposit is not evidence a deposit has been verified. Bank may reverse or otherwise adjust any credit Bank believes it has erroneously made to Company's Account at any time without prior notice to Company.

Collection Items.

Bank may, in its sole discretion and with notice to Company, handle a Paper Item as a collection Item, instead of as a deposit. This means Bank sends the Item to the issuer's bank for payment and credits Company's Account for the Item when Bank receives payment for the Item. If the Item is returned unpaid, Bank will return the Item to Company.

Endorsements.

This subsection applies if an endorsement is necessary for the transfer or negotiation of an Item. Company authorizes Bank to supply Company's endorsement on any Item Bank takes for collection, payment or deposit to Company's Account. Company also authorizes Bank to collect any unendorsed Item that is made payable to Company without first supplying Company's endorsement, provided the Item was deposited to Company's Account. Bank may refuse to pay any Item or accept any Item for deposit or collection unless Bank is able to verify to its satisfaction that all of the necessary endorsements are present on the Item. For example, Bank may require that all endorsers be present at the time that an Item is presented to Bank for payment or accepted for deposit or collection.

Material Appearing on the Back of Paper Items; Legends on Paper Items.

Company is responsible for losses incurred by any person that cashes or accepts Company's Paper Items for deposit, if: (i) the loss is due to a delay in the return of the Item; and (ii) the delay is caused by material appearing on the back of the Item when it was issued or transferred by Company. This material may include, but is not limited to, carbon bands, blacked out areas, and printed or written text or numbers. Company is responsible for all losses, claims, damages or expenses that result from a restrictive legend or notation on Company's Paper Items.

Breach of Warranties.

If Company breaches any warranty Company makes under the laws governing this Agreement or rule with respect to any Item, Company shall not be released or otherwise discharged from any liability for such breach so long as Bank notifies Company of the breach within 120 days after Bank learns of the breach. If Bank fails to notify Company within this 120-day

period, Company shall be released from liability and discharged only to the extent Bank's failure to notify Company within such time period caused a loss to Company.

When Deposits are Credited to Company's Account.

All over-the-counter deposits or ATM deposits to Company's Account which are received before Bank's established cut-off time on any Business Day will be credited (and will be considered deposited) to Company's Account as of the close of business that day, and will be reflected in that day's Ledger Balance for Company's Account. All other deposits will be processed in accordance with the written agreements governing such deposits or, if there is no written agreement, banking practice. All deposits received after Bank's established cut-off time on a Business Day or at any time on a day which is not a Business Day will be credited (and will be considered deposited) to Company's Account at the end of the next Business Day. Deposits placed in one of Bank's "night depositories" before the established deadline on any Business Day will be credited to Company's Account at the close of business on that same day. All other deposits placed in the "night depository" will be credited to Company's Account at the end of the next Business Day.

Company's Use of Funds.

Company's use of funds deposited to Company's Account will be governed by Bank's separately disclosed collection schedule and, if Company's Account is a checking account, funds availability policy. Bank's collection schedule describes when deposits of Items that satisfy certain criteria will be considered collected. A fee may be charged in connection with any use of uncollected funds permitted by Bank. The then-current rate will appear on the statement for Company's Account. Bank's funds availability policy describes when funds deposited to Company's checking Account will be available to be used for all purposes. Bank may change its collection schedule and funds availability policy from time to time without prior notice to Company.

Deposits at Affiliates.

Company may make deposits to Company's Account(s) at an Affiliate, provided the Affiliate agrees. If Company makes a deposit to Company's Account at an Affiliate, that Affiliate's collection schedule and funds availability policy will determine when the funds deposited to Company's Account will be considered collected and available.

Deposits of Non-U.S. Items.

Bank may refuse to accept for deposit or collection an Item that is payable in currency other than U.S. dollars or an Item that is not drawn on a financial

institution chartered in the United States (each, a "non-U.S. Item"). If Bank accepts a non-U.S. Item for deposit to Company's Account or collection, Company accepts all risk associated with foreign currency fluctuation (exchange rate risk) and any late return of the non-U.S. Item. Company agrees Bank may use Bank's current buying and selling rate, as applicable, when processing a non-U.S. Item and may recover from Company's Account any loss Bank incurs as a result of processing such an Item for Company. Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in Bank's funds availability policy for Deposited Items.

Acts and Omissions of Other Financial Institutions.

Bank is not liable for the insolvency, neglect, misconduct, mistake, or default of another bank or person, or for the loss or destruction of a Deposited Item or of a notice of nonpayment relating thereto. If a Deposited Item is lost or misrouted during the collection process: (i) Bank shall have no responsibility to Company for the actions or inactions of any collecting bank; (ii) Bank may charge Company's Account for the amount of the Deposited Item (and reverse any interest that may have accrued to Company's Account in connection with the Deposited Item); and (iii) Company agrees to cooperate with Bank in recreating the Deposited Item.

Deposited Items Returned.

Bank has the right to charge back to or otherwise debit any of Company's Account(s) for any Deposited Item that is returned (and to reverse or recover any associated interest that may have accrued), even if Company has made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided Bank does not have actual knowledge that such deadline has expired or, having such knowledge, (i) Bank concludes that the Deposited Item has been returned in accordance with the laws governing this Agreement or a rule (including a clearing house rule); or (ii) Bank has received a breach of warranty claim in connection with the Deposited Item.

Bank has the right to pursue collection of such Deposited Item, even to the extent of allowing the payor bank to hold the Deposited Item beyond the midnight deadline in an attempt to recover payment. Bank may redeposit a returned Deposited Item and re-present it for payment by any means (including electronic means), unless Bank has received instructions from Company not to redeposit such Deposited Item. Bank will have no liability for taking or failing to take any action to recover payment of a returned Deposited Item.

If one of Company's Deposited Items is returned with a claim that there is a breach of warranty (for example, that it bears a forged endorsement or is altered in any way), Bank may debit Company's Account for the amount of the Item (plus any associated fees) and pay the amount to the person or entity making the claim. Bank is under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense. Bank need not give Company any prior notification of its actions with respect to the claim. Company agrees to immediately repay any Overdraft caused by the return of a Deposited Item.

Direct Deposits Returned by Bank.

If, in connection with a direct deposit plan funds are deposited to Company's Account and later returned to the originator, Bank may deduct the amount from that or any other Account Company maintains at Bank, without prior notice and at any time, except as prohibited by the laws governing this Agreement. Bank may also use any other legal remedy to recover the amount.

Reconstructing Lost or Destroyed Deposited Items.

If a Deposited Item is lost or destroyed during processing or collection (either at Bank or at another point in the payments system), Company agrees to cooperate fully with Bank to reconstruct the Deposited Item by promptly: (i) providing Bank with a copy of the front and back of the Deposited Item from Company's or the issuer's records; (ii) asking the issuer to place a stop payment on it (at Bank's expense) and issue a replacement Item to Company (if the Deposited Item has not been paid); or (iii) reviewing Company's records and other information and conducting any additional research as may be reasonable to determine the issuer's identity (if Company does not know the identity of the issuer of the Deposited Item). If Company fails to cooperate with Bank, Bank may, at any time and without advance notice to Company, reverse or otherwise adjust any credit made to Company's Account for a lost or destroyed Deposited Item.

Withdrawals from Company's Account

Determining Company's Account's Balance; Debiting Company's Account.

In determining the balance in Company's Account that is available to pay Items, Bank may reduce the available balance by the amount of any hold that Bank has placed on Company's Account under this Agreement. Additionally, Bank may place a hold on Company's Account if Bank receives an electronic notice that an Item will be presented for payment or collection against Company's Account (a "Notice of Presentment"). The hold may remain in effect from the time the Notice of Presentment is received until

the Item is presented or notice is received that the Item will not be presented, whichever first occurs. Bank may conclusively rely on the information it receives in an electronic presentment or notification when determining the available balance in Company's Account, and Bank will not have any liability for refusing to honor any of Company's Items because of insufficient funds, even if the electronic presentment or notification incorrectly describes the Item, including its amount. Bank may debit Company's Account on the day an Item is presented by any means, including without limitation electronically, or at an earlier time based on notification received by Bank that an Item drawn on Company's Account will be presented for payment or collection. A determination of the balance in Company's Account for purposes of making a decision to dishonor an Item for insufficiency or unavailability of funds may be made at any time between the presentment of the Item (or earlier upon receipt of any Notice of Presentment) and the time of return of the Item. No more than one such determination need be made.

Order of Posting; Categories of Items

Bank posts transactions during its nightly processing each Business Day. Generally, Bank first posts deposits or incoming transfers received before the deposit cutoff time that day. Bank then posts withdrawals (such as ATM, debit card or check transactions) that have been received for payment from Company's Account. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

The order in which Bank posts Items to Company's Account will depend upon a number of factors. For example, in connection with the process of posting Items, Bank has the right to (i) establish different categories of Items, (ii) establish a posting order for each category of Item(s), and (iii) establish different posting orders for Items within each category. Except to the extent limited by federal regulatory and judicial authorities, Bank has the right to change any of the factors described in (i), (ii) and (iii) above at any time without notice to Company.

Establishing categories of Items. Bank groups Items into categories it establishes. For example, Bank may group debit card transactions into one category, and group checks into another category. Bank may include more than one type of Item in a single category.

Establishing a posting order for each category of Items. Bank pays some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks.

Establishing a posting order of Items within a single category. If there are multiple transactions within a category, the order in which the transactions are posted will vary depending on the type of transaction.

For example, Bank will pay the most common types of transactions in the following order:

- ATM, debit card, account transfers, teller cashed checks and teller cash withdrawals – transactions will be sorted by the date the transaction was conducted. For a debit card transaction, if a merchant does not seek pre-authorization from the Bank at the time of the transaction, Bank will use the date the transaction is received for payment from Company's account. If there are multiple transactions on a date, those transactions will be sorted by time (where that information is available to Bank's posting systems); the remaining transactions on that date will be sorted and paid from lowest to highest dollar amount.

- Checks and automatic payments (also known as ACH).

If there are multiple transactions, the transactions will be sorted and paid from highest to lowest dollar amount.

Relation between posting order and overdrafts/returned items

On any given Business Day, if Bank receives more than one Item for payment and determines there are sufficient funds to pay one or more but not all of the Items, then the number of Items paid and the overdraft and returned Item fees assessed could be affected by the order that Bank chooses to post those Items. For example, if Bank posts Items in the order of highest to lowest dollar amount, the total number of overdraft and returned Item fees Company is charged could be larger than if Bank were to post the Items in a different order.

Paper Items Presented Over-the-Counter for Payment by a Non-Customer.

If a Paper Item drawn against Company's Account is presented over-the-counter for payment by a person who does not have a deposit account at Bank, Bank may charge a fee to the person presenting the Paper Item as a condition for payment of the Paper Item. Company should contact its banker if Company has questions or if Company is required for any reason to have a place where Company's Paper Items can be cashed without a fee. The amount of the fee is disclosed in the fee and information schedule. Bank

may require identification acceptable to Bank and not prohibited by the laws governing this Agreement, including a fingerprint of the person presenting the Paper Item. Bank may dishonor the Paper Item if the person refuses to pay this fee or provide the identification Bank requests.

Large Cash Withdrawals.

If Company wants to cash a check (or make a cash withdrawal from Company's Account) for a very large amount, Bank may require five (5) Business Days' advance notice so that it can order the cash from its vault. Bank may, but is not obligated to, require that Company provide adequate security when Company picks up the cash and may also require Company to pick up the cash at Bank's central vault or other location.

Withdrawals at Affiliates.

Company may make withdrawals from Company's Account at an Affiliate, provided the Affiliate agrees. If an Affiliate cashes an Item for Company, Bank may place a hold on Company's Account(s) for a corresponding amount of funds. If the Item is later returned to the Affiliate for any reason, Bank may debit one or more of Company's Accounts for the amount of the Item.

Items Resulting From Company's Disclosure of Company's Account Number.

If Company voluntarily discloses Company's Account number to another person orally, electronically, in writing, or by some other means, and Bank determines that the context of such disclosure implies Company's authorization to debit Company's Account, Bank may treat such disclosure as Company's authorization to that person to issue Items drawn on Company's Account.

Missing Signatures; Alterations; Forgeries.

Bank will have no responsibility for reviewing the number or combination of signatures on an Item drawn on Company's Account. This means that if Company has indicated that more than one signature is required in connection with an Item drawn on Company's Account,

Bank will have no liability to Company if a transaction is conducted on or through Company's Account contrary to the signature requirements Company has specified, provided at least one of the required signatures appears on the Item. Bank will have no liability to Company for failing to detect a forgery of the signature of an Authorized Signer or an alteration of one of Company's Items, if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it.

Dates and Special Instructions on Paper Items.

Bank may, without inquiry or liability, pay one of Company's Paper Items even though: (i) special instructions written on the Paper Item indicate that Bank should refuse payment (e.g., "Void after thirty (30) days," "Paid-In-Full," or "Void over $100"); (ii) the Paper Item is staledated (e.g., it bears a date that is more than six (6) months in the past), even if Bank has knowledge of the date on the Paper Item; (iii) the Paper Item is post-dated (e.g., it bears a date in the future), unless an Authorized Signer has given Bank a notice of post-dating; or (iv) the Paper Item is not dated. In addition, Bank may pay in U.S. dollars the amount that has been MICR-encoded on Company's Paper Item, even though Company has purportedly drawn the Paper Item in a foreign currency.

Facsimile or Mechanical Signatures.

If Company has elected to use a facsimile, other mechanical signature (including a stamp) to sign or endorse Paper Items or a Company logo or other mark in lieu of a signature, Bank may rely on that signature (or any signature that purports to be the facsimile, other mechanical signature of an Authorized Signer) or the Company logo or other mark as Company's authorized signature without regard to when or by whom or by what means or in what ink color such signature, Company logo or other mark may have been made or affixed to a Paper Item deposited to, drawn on or otherwise debited to Company's Account.

Consumer ACH Debit Entries.

Under the ACH Operating Rules, certain types of ACH entries may only be presented on a consumer account. These entries (each, a "Consumer ACH Debit Entry") include without limitation Point of Purchase ("POP"), account receivable ("ARC"), destroyed check ("XCK") and returned check ("RCK") entries. Bank shall have no obligation to pay, and no liability for paying, any Consumer ACH Debit Entry on Company's Account.

Stop Payment Orders; Notices of Post-Dating

General.

"Stop payment order" refers to both an order to Bank not to pay a Paper Item and to a notice of post-dating. To be effective, a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay Company's Paper Item as provided in the Uniform Commercial Code. Each stop payment order is subject to Bank's verification that the Paper Item described in the order has not been

paid. This verification may occur subsequent to the time Bank accepts the stop payment order.

Content of Stop Payment Order.

Bank requires the exact (i) name of the payee, (ii) number of Company's Account on which Paper Item is drawn, (iii) Paper Item amount and (iv) the Paper Item number or a range of Paper Item numbers. Bank may, at its sole discretion, use only a portion of the required information in order to identify a Paper Item. Failure to provide correct and complete information may make it impossible for Bank to stop payment of a Paper Item. Company agrees to indemnify and hold Bank harmless from and against any loss incurred by Bank as a result of Bank's paying a Paper Item if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of Bank's not paying a Paper Item for which a valid stop payment order is in effect).

Effective Period of Stop Payment Order; Renewal; Revocation.

Bank need not honor a written stop payment order for more than six (6) months. For accounts that do not have Bank's STOP AUTO-RENEWAL Service, Company must renew a stop payment order if Company does not want the stop payment order to expire after six (6) months. Each renewal is treated as a new stop payment order. For accounts with Bank's STOP AUTO-RENEWAL Service, a stop payment order is subject to annual renewals for up to six (6) twelve-month periods, unless Company has otherwise notified Bank in writing. Bank may pay a Paper Item after a stop payment order has expired, even though the Paper Item is more than six (6) months old. An instruction to revoke a stop payment order must be received in a time and manner that gives Bank a reasonable opportunity to act on it.

Liability to Holder in Due Course.

Notwithstanding Bank's timely return of any Paper Item due to a valid stop payment order, Company may still be liable under the laws governing this Agreement for the amount of that Item.

Paper Items Paid Over Valid Stop Payment Orders.

If Bank pays a Paper Item over a valid stop payment order, Bank may require Company to provide Bank with an affidavit describing in detail Company's dispute with the payee. If Bank credits Company's Account after paying a post-dated Paper Item over a valid and timely notice of post-dating, Bank may charge Company's Account for the amount of the Paper Item as of the date of the Paper Item.

Overdrafts; Security Interest; Bank's Right to Setoff

Overdrafts and Insufficient Funds.

Bank may, at its option, pay or refuse to pay any Item if it would create an Overdraft on Company's Account, without regard to whether Bank may have previously established a pattern of honoring or dishonoring such an Item. Bank may take either of the following actions if Bank receives an Item drawn on Company's Account and there are insufficient available funds in Company's Account to cover the Item, without prior notice to Company:

- Pay the Item and create an Overdraft on Company's Account.
- Return the Item if the Item would create an Overdraft on Company's Account.

Company agrees to pay Bank's fee that may vary depending on the action Bank takes. Any Overdraft on Company's Account is immediately due and payable, unless Bank agrees otherwise in writing. Company agrees to reimburse Bank for the attorneys' fees and other costs and expenses Bank incurs in recovering the Overdraft (including Overdraft and associated fees). On a Business Day when Bank determines that there are sufficient funds in Company's Account to pay one or more but not all of the Items presented for payment on Company's Account, the order in which Bank posts such Items may affect the number of Items paid and the Overdraft and returned Item fees assessed. When Bank posts Items in the order of highest to lowest dollar amount, the Overdraft and returned Item fees may be more than these fees would be if Bank were to post the Items in the order of lowest to highest dollar amount.

Security Interest; Bank's Right to Setoff.

To secure Company's performance of this Agreement, Company grants Bank a lien on and security interest in Company's Account and Company's accounts with any Affiliate. In addition, Company acknowledges Bank may setoff against any Account(s) (including matured and unmatured time Account(s)) for any obligation Company owes Bank at any time and for any reason as allowed by the laws governing this Agreement. These obligations include both secured and unsecured debts and debts Company owes individually or together with another person. Bank may consider this Agreement as Company's consent to Bank's asserting its security interest or exercising its right of setoff should the laws governing this Agreement require Company's consent. If Company's Account is an unmatured time account, Bank may deduct any early withdrawal fee that may be due as a result of Bank having exercised its right of setoff. If Company has a Sweep

Account, Company also authorizes Bank to redeem Company's shares in the Designated Money Market Fund and apply the proceeds to any obligation Company owes Bank. The rights described in this subsection are in addition to and apart from any other rights, including any rights granted under any security interest that Company may have granted to Bank.

Bank Fees and Expenses

General.

Company agrees to pay Bank in accordance with the fee and information schedule. Company also agrees to pay an amount equal to any applicable taxes, however designated, exclusive of taxes based on the net income of Bank.

Payment of Bank Fees and Expenses; Finance Charges.

Bank may either directly debit Company's Account or invoice Company for Bank fees and expenses and taxes incurred in connection with Company's Account and any Service. If an Earnings Allowance accrues on Company's Account, Bank will periodically apply Company's accrued Earnings Allowance to Bank fees and expenses (unless Bank otherwise indicates in writing). Bank may debit Company's Account (or any other Account Company maintains at Bank) or invoice Company for any amount by which the fees and expenses exceed the accrued Earnings Allowance on Company's Account. Bank may also debit Company's Account (and any other account Company maintains at Bank) for attorneys' fees and any other fees and expenses Bank incurs in exercising its rights under this Agreement including Bank's rights in connection with Overdrafts, Adverse Claims, Legal Process and "Freezing" Company's Account. If there are insufficient funds in Company's Account to cover the debit, Bank may overdraw Company's Account. Company agrees to promptly pay any invoiced amount. Bank may assess finance charges on any invoiced amounts that are not paid within forty-five (45) days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and expenses. Debiting of service fees occurs on the day of each calendar month Bank separately discloses to Company, or if the disclosed day is not a Business Day, on the next succeeding Business Day.

Earnings Allowance.

Each month, the average monthly Investable Balance in a commercial demand deposit account may earn an "Earnings Allowance" which, depending on the arrangement with Bank, may be applied against that month's fees for the account. An Earnings Allowance in excess of the total monthly fees cannot be credited to the account as interest and may not be carried forward to the following month. Earnings Allowances are calculated on a 365/366-day year basis using an "Earnings Allowance Rate," which is a variable rate established by Bank (and which may be as low as zero percent). Bank reserves the right to change this rate at any time without notice to Company. If the account is an interest-bearing account, the account is not eligible to earn an Earnings Allowance.

Recoupment Fee.

The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for Company's account and is based on the monthly average ledger balance Company maintains in its account. The Recoupment Fee is subject to change by Bank at any time without notice. For questions about the Recoupment Fee, Company may contact its relationship manager at Bank.

Bank's Use of Funds.

Bank may benefit from having the use of funds in customers' non-interest bearing accounts. Bank may use these funds to reduce its borrowing from other sources such as the Fed Funds market or invest them in short-term investments such as its Federal Reserve Account. This benefit may be referred to as "spread". It is not possible to quantify the benefit to Bank that may be attributable to a particular customer's funds because funds from all customers' non-interest bearing accounts are aggregated both for purposes of reducing Bank's borrowing costs and for investment and because Bank's use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks and Bank's anticipated funding needs. Bank's use of funds as described in this paragraph has no effect or impact on Company's use of and access to funds in Company's account.

Checking Subaccounts

For each checking account, Bank may establish on Company's behalf a master account and two subaccounts. All information that is made available to Company about Company's Account will be at the master account level. The subaccounts are comprised of a savings account and a transaction account. On the first day of each month, Bank will allocate funds between the two subaccounts as it deems appropriate. Items received by Bank that are drawn against Company's master account will be presented for payment against the transaction subaccount. Funds will be transferred from the savings subaccount to cover Items presented against the transaction subaccount as may be needed. On the sixth (6th) transfer from the savings subaccount during a statement period all of the funds on deposit in the savings subaccount will be transferred to the transaction subaccount. If Company's Account earns interest, the use of subaccounts will not affect the interest Company earns.

Miscellaneous

Acceptable Form of Paper Items; Document and Image Quality.

Company agrees to comply with Bank's specifications for Paper Items, including without limitation paper stock, dimensions, and other generally applicable industry standards for Paper Items and to include on Company's Paper Items Bank's name and address as directed by Bank. Certain features (such as security features) of an originally issued Item or a Deposited Item may impair the image quality of a substitute check, purported substitute check or electronic Item created by Bank or any third party. Bank will not be liable for any claims, demands, judgments or expenses paid, suffered or incurred by Company, and Company will indemnify Bank from and hold Bank harmless against any claims, demands, judgments or expenses paid, suffered or incurred by Bank, arising directly or indirectly as a result of or in connection with (i) the untimely return of any Paper Item Company has issued as a result of, and any presentment-related problem resulting from, the failure of the Paper Item to conform in any respect to Bank's Paper Item specifications, including without limitation, failure to include Bank's full name and address on the Paper Item, and (ii) any claim based on the image quality of a substitute check, purported substitute check or electronic Item, whether created by Bank or any third party.

Closing Company's Account.

Company may close Company's Account at any time. Bank may, in its sole discretion, close Company's Account at any time. If Bank closes Company's Account, Bank may send the Collected Balance on deposit in Company's

Account by ordinary mail to Company's most recent address shown on Bank's account records. Whether Company or Bank closes Company's Account, Company agrees to maintain on deposit in Company's Account sufficient funds (determined in Bank's sole discretion) to cover outstanding Items to be paid from Company's Account, charge-backs including without limitation returned Deposited Items and Bank's fees and expenses. This Agreement shall continue to govern Company's Account until Bank makes a final disbursement from it. In addition, Bank will not be liable for any loss or damage that may result from dishonoring any of Company's Items that are presented or otherwise received after Company's Account is closed. If Company's Account is an interest bearing account, the Account will cease earning interest from the date Company requests it be closed. If the Account balance does not reach zero within three (3) months from the date of Company's request, Bank may close the Account and send Company the balance as described above or return the Account to active status.

Contract Language.

English is the controlling language of the relationship between Company and Bank. Bank may translate its agreements, forms, disclosures and advertisements into another language for Company's convenience. However, if there is a discrepancy between Bank's English language materials and the materials in another language, the English language version is controlling, unless (i) Bank otherwise agrees with Company in writing; or (ii) the laws governing this Agreement specifically provide for a different result.

Credit Reports.

Company authorizes Bank to make any inquiries that Bank considers appropriate to determine if Bank should open and maintain an Account for Company. This may include ordering a credit (or other) report (e.g, information from any motor vehicle department or other state agency) on Company.

Dormant and Unclaimed Accounts.

Company's Account is dormant if, for one year for a checking account or three years for a Commercial savings or time account, there is no customer initiated activity (except where the laws governing this Agreement require otherwise). If Company's Account is dormant, Bank may hold all statements on Company's Account, but Bank's normal maintenance and other fees will continue to be assessed except where prohibited and ATM and Point-of-Sale ("POS") access may be blocked. If Company's Account remains dormant and is unclaimed by Company for the period required under the laws governing this Agreement, Bank is required by those laws to "escheat" the funds; that is, to deliver the funds in Company's Account to the state whose laws govern Company's Account. Bank may charge a fee to Company's Account for mailing an escheat notice. When the funds in Company's Account are delivered to the state, Company's Account is closed, and no interest accrues. To recover funds delivered to the state, Company must file a claim with the state.

Entire Agreement; Headings; No Third Party Beneficiary.

This Agreement constitutes the entire agreement between Company and Bank regarding the subjects addressed in it and supersedes prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding Company's Account. Headings do not constitute a part of this Agreement. No person or entity will be deemed to be a third party beneficiary under this Agreement.

Laws Governing this Agreement.

The laws governing this Agreement include the laws and regulations of the United States and, to the extent applicable, the laws of the state in which the Bank office that maintains Company's Account is located (unless Bank has notified Company in writing that the laws of another state shall govern Company's Account), without regard to conflicts of laws principles. If Company's Account was not opened in person at a Bank office (for example, if Company opened its Account by phone, through the mail or over the Internet), this Agreement will be governed by the laws of the state in which

Bank's main office is located, unless Bank notifies Company that its Account has been assigned to a particular Bank office, in which event the laws of the state in which that office is located will govern this Agreement. Any lawsuits, claims or other proceedings relating in any way to Company's Account, any Service or this Agreement, including without limitation, the enforcement of the Arbitration Agreement in this Agreement and the entry of judgment on any arbitration award shall be venued exclusively in the courts of the state whose laws govern this Agreement, without regard to conflict of laws principles. Each provision of this Agreement stands alone. Any provision of this Agreement which is inconsistent with the laws governing this Agreement, either in its entirety or with respect to a particular type of transaction or Item, will be deemed modified and applied in a manner consistent with the laws governing this Agreement. Any provision of this Agreement which a court of competent jurisdiction determines to be unenforceable or invalid, either in its entirety or with respect to a particular type of transaction or Item, will not affect the enforceability or validity of the remaining provisions of this Agreement.

Notwithstanding the preceding paragraph, any funds transfer that is a "remittance transfer" as defined in Regulation E, Subpart B, as amended from time to time, will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

Minimum Balance Requirements; Other Restrictions.

Bank may impose minimum balance requirements or other applicable limitations, or restrictions on Company's Account, provided such requirements, limitations or restrictions are disclosed to Company.

Modification of Agreement; Account Conversion.

Bank may in its sole discretion from time to time change this Agreement by adding new provisions or by modifying or deleting existing provisions. Each such addition, modification or deletion is referred to in this Agreement as a "modification." When applicable law requires Bank to notify Company of a modification, Bank may do so by posting notice of the modification in Bank or at Bank's home page (www.wellsfargo.com), by including a message on or with the statement for Company's Account, or by any other means that Bank considers appropriate, unless the laws governing this Agreement requires notice by a specific means. In addition, Bank may agree in writing to waive a provision of this Agreement including without limitation a fee (a "waiver"). Bank may, upon prior written notice to Company, revoke any waiver. Company's continued use of Company's Account or a related Service following the effective date of any modification or revocation of any waiver

will show Company's consent to that modification or revocation of waiver. Bank may convert Company's Account to another type of account at any time, provided Bank gives Company any advance notice that may be required.

Monitoring and Recording Communications.

Bank may without liability monitor, record and retain telephone conversations, electronic messages, electronic records and other data transmissions between Company and Bank at any time without further notice to Company, unless further notice is otherwise required by the laws governing this Agreement.

No Fiduciary Relationship.

Bank's relationship with Company concerning Company's Account is that of debtor and creditor; no fiduciary, quasi-fiduciary or special relationship exists between Company and Bank.

Reliance on Bank Records.

Bank may rely solely on its records to determine the form of ownership of and the Authorized Signers on Company's Account.

Reordering Checks.

Company can reorder checks by mailing the reorder form enclosed in Company's current order of checks or by calling Bank at the telephone number shown on the statement for Company's Account. If Company or a third party prints its checks, Bank shall have no liability to Company if Bank is unable to process such checks by automated means.

Restricted transactions.

Company acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, are prohibited from being processed through Company's Account or any relationship between Company and Bank. In the event Bank identifies a suspected restricted transaction, Bank may block or otherwise prevent, or prohibit such transaction and, further, Bank may close the Account or end the relationship.

Transferring an Interest in Company's Account.

Company's Account may not be pledged, assigned or in any other manner transferred, whether in whole or in part, without Bank's written agreement.

II. Additional Terms Applicable to All Commercial Interest-Bearing, Savings and Time Accounts

Interest-Bearing Accounts

Variable/Fixed-Rate Accounts.

Company's interest-bearing Account may be either a variable-rate or fixed-rate account. Unless Bank has specified otherwise in writing, Company's Account will be a variable-rate account. That means Bank may in its sole discretion change the interest rate on Company's Account at any time. If Company's Account is a fixed-rate account and it is not a time account, Company will be paid the specified interest rate for at least thirty (30) days.

Method Used to Calculate Earned Interest.

Bank may use either the average daily balance or daily balance method to calculate interest. The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal for each day and dividing by the number of days in the period. The daily balance method applies a daily periodic rate to principal each day. Unless Bank has specified otherwise in writing, it will use the daily balance method to calculate interest. If Company's Account is a tiered-rate account, Bank may pay the same interest rate on more than one tier.

Interest Accrual.

If Company deposits a non-cash Item, such as a check, interest begins to accrue no later than the Business Day Bank receives credit for the deposit of that Item. This may not be the same day that Company deposits the non-cash Item to Company's Account.

Compounding and Crediting.

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, Bank will notify Company separately as to the frequency with which interest will be credited to Company's Account.

Target Balance Accounts.

If Company maintains multiple accounts at Bank, Company may, with Bank's consent, designate in writing one such account as its "Principal Account" and one or more additional accounts as "Target Balance Accounts." For each Target Balance Account, Company will separately specify to Bank in writing the Ledger Balance or Collected Balance which Company wishes

to maintain in such account (the "Target Balance"). At the end of each Business Day, Bank will determine the applicable balance on deposit in each Target Balance Account. If the applicable balance in a Target Balance Account exceeds its Target Balance, Bank will transfer from the Target Balance Account to the Principal Account such funds as are necessary to bring the applicable balance to the Target Balance. If the applicable balance is less than the Target Balance, Bank will transfer from the Principal Account to the Target Balance Account such funds as are necessary to bring the applicable balance to the Target Balance. Bank may, but will not be required to, transfer funds if the transfer would create an Overdraft or exceed the Collected Balance then on deposit in the Principal Account.

Interest Adjustments.

An interest adjustment may be reflected on the statement for Company's Account for the month after it occurs rather than the month in which it occurs.

Tax Identification Number Certification.

Treasury regulations require Bank to obtain a Tax Identification Number ("TIN") certification for each account. To avoid backup withholding tax on accounts that earn interest or dividends, Company must submit Internal Revenue Service ("IRS") Form W-9 or the appropriate Form W-8 and supporting information and/or documentation to Bank. U.S. citizens or other U.S. persons, including resident alien individuals, must provide a Form W-9. If Company is a non-resident alien as defined by the IRS, Company must provide the appropriate Form W-8. Additional documentation may be required if Company is a foreign partnership, foreign government, or is claiming an exemption based on Effectively Connected Income. Until Bank has received the completed and signed Form(s) W-9 or W-8, or any other required forms, Bank will pay interest and comply with the backup withholding requirements of the IRS. If, at any time, Bank receives information that someone other than Company is using the same TIN that Company certified as its TIN on Form W-9, and Bank is not able to determine to its own satisfaction that the TIN has been assigned to Company, Bank may at its option and without notice (i) stop paying interest on Company's Account, (ii) continue paying interest but comply with the backup withholding requirements of the IRS *and/*or, (iii) take any other action which Bank believes is reasonable in the circumstances. If Company is an individual who owns its Account as a sole proprietor, upon that individual's death, Bank must be provided with the individual's estate's or successor's TIN or Bank may either refuse to pay interest earned on Company's Account since the date of the individual's death or withhold a portion of the interest that has been earned on Company's Account since the date of the individual's death.

Commercial Savings Accounts

Bank's Right to Require Notice.
Bank has the right to require seven (7) days' written notice before Company withdraws money from Company's Negotiable Order of Withdrawal (NOW) or savings Account.

Regulation D savings account transaction and other limited activity

Regulation D and Bank limit certain types of withdrawals and transfers from a Federal savings or money market account to a combined total of six (6) per monthly statement period (exceptions to the statement period may apply):

Limited by Regulation D:-

- Transfers by phone using Bank's automated banking service or speaking with a banker on the phone
- Transfers or payments through online, mobile, and text banking (including bill pay)
- Transfers to a checking account for overdraft protection coverage
- Preauthorized transfers and withdrawals (including recurring and one time)
- Payments to third parties such as checks, drafts, or similar transactions (counted when they are posted to the account and not when they are written)
- Debit or ATM card purchases that post to the savings or money market account

Limited by Bank:

- Transfers and payments to Wells Fargo credit cards, lines of credit, and loans
- Wires whether made in person, on the telephone, or online

Not limited:
Except wire transfers as described above, there is no limit on withdrawals or transfers made in person at an ATM or a Wells Fargo banking location or on any types of deposits.

An excess activity fee is assessed for transactions exceeding the limits stated above. If the limit is exceeded on more than an occasional basis, Bank may be required to close or convert the savings or money market account to a checking account, which would discontinue any overdraft protection it might be providing to another account, or close the account. If the withdrawal and

transfer limit is reached, Bank may decline transfers and withdrawals for the remainder of the monthly statement period (exceptions to the statement period may apply) to help Company avoid a fee and account conversion or closure.

The Excess Activity Fee for Savings and Money Market Accounts is $10 per excess transaction.

Commercial Time Accounts

General.

Commercial Time ("time") Accounts include deposits which are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) calendar days after the date of deposit. Bank may refer to a time account as a "certificate of deposit" or a "CD," even though the time account is not represented by a certificate.

Certificated Time Accounts.

If Company receives a certificate evidencing Company's time Account, Bank may require Company to present the certificate and any amendments to receive payment or transfer ownership.

Maturity Date.

Company's time Account will mature at the end of the term stated on Company's receipt, disclosure or certificate, as applicable.

Time Requirements.

Company agrees to keep Company's funds on deposit until the maturity date. Company may make withdrawals from Company's time Account on the maturity date or within the grace period after that date. Bank will not agree in advance to allow withdrawal before maturity.

Payment of Interest.

If Company has elected a payment of interest other than a credit to Company's time Account, Bank may in its sole discretion terminate it in favor of crediting Company's time Account. Ordinarily, such discretion will be exercised when an interest payment mailed to Company's Account address has been returned undelivered or when an Account to which Company's interest payments were automatically credited has been closed, or if the interest payment amount is less than any minimum amount disclosed in the fee and information schedule.

Additional Deposits.

Other than during the grace period, Company may not make additional deposits to Company's time Account, unless Bank otherwise agrees in writing.

Withdrawal of Interest Prior to Maturity.

A withdrawal of interest prior to maturity will reduce earnings.

Renewal Policies.

If Company's time Account is automatically renewable, at maturity it will renew (i) for a like term; and (ii) at Bank's interest rate in effect on the maturity date for a new time deposit of the same term and amount, unless Bank has notified Company that it will not renew Company's Account. Company may withdraw Company's funds anytime during the grace period without a fee. If Company does, Bank will not pay interest for that period on the funds withdrawn. If Company's time Account is not automatically renewable and Company does not withdraw the funds on the maturity date, the funds will no longer earn interest after the maturity date and will be placed in a non-interest-bearing checking Account.

Early withdrawal fee. If Company withdraws funds from its time Account before the maturity date, an early withdrawal fee will be assessed:

- For terms less than three months (or less than 90 days), the fee is one month's interest
- For terms three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest
- For terms over 12 months through 24 months, the fee is six months' interest
- For terms over 24 months, the fee is 12 months' interest
- Minimum fee is $100

The early withdrawal fee is based on the principal amount withdrawn, at the interest rate on Company's time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal fee, one month's interest is equal to one year's interest, at the interest rate in effect at the time of withdrawal, divided by 12. The amount of the early withdrawal fee is deducted from earned interest. If the fee is greater than the earned interest, the difference is deducted from the principal. In no event will the early

withdrawal fee for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.\

III. Funds Transfers

General.

Funds transfers to or from Company's Account will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time, including, without limitation, the National Automated Clearing House Association and any regional association (each, an "ACH") and Clearing House Interbank Payments System ("CHIPS"). The following terms are in addition to, and not in place of, any other agreements between Company and Bank regarding funds transfers.

Notice of Receipt of Funds.

Unless Bank has otherwise agreed in writing, it will notify Company of funds electronically debited or credited to Company's Account through the statement for Company's Account covering the period in which the transaction occurred. Bank is under no obligation to provide Company with any additional notice or receipt.

Reliance on Identification Numbers.

If a transfer instruction describes the person to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a person different from the named person. If a transfer instruction describes a participating financial institution inconsistently by name and identification number the identification number may be relied upon as the proper identification of the financial institution.

Duty to Report Unauthorized and Erroneous Fund Transfers.

Company agrees to exercise ordinary care to determine whether a fund transfer to or from Company's Account was either erroneous or not authorized and will notify Bank of the facts within a reasonable time not exceeding fourteen (14) days after Bank sends or makes available to Company the statement for Company's Account on which the transfer appears or Company otherwise has notice of the transfer, whichever is earlier. Company will be precluded from asserting that Bank is not entitled to retain payment unless Company objects to payment within the fourteen (14) day period.

Erroneous Payment Orders.

Bank has no obligation to detect errors in payment orders (for example, an erroneous instruction to pay a beneficiary not intended by Company or to pay an amount greater than the amount intended by Company, or an erroneous transmission of a duplicate payment order previously sent by Company). Should Bank detect an error on one or more occasions, it shall not be construed as obligating Bank to detect errors in any future payment order.

Automated Clearing House (ACH) Transactions.

The following terms apply to payments to or from Company's Account that are transmitted through an ACH:

- Company's rights as to payments to or from Company's Account will be governed by the laws that govern Company's Account.
- Credit given by a receiving bank to its customer for a payment from Company's Account is provisional until final settlement has been made or until payment is considered received under the laws that govern Company's Account.
- If final settlement or payment is not made or received, the receiving bank will be entitled to a refund from its customer and Company, as the originator of the payment will not be considered to have paid Company's customer.
- If a payment is made to Company's Account and Bank does not receive final settlement or payment is not received under the laws governing this Agreement, Company will not be considered to have received payment, and Bank will be entitled to reimbursement from Company for that payment.
- Company hereby authorizes any Originating Depositary Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to Company's Account for electronic presentment or re-presentment of Items written or authorized by Company.

IV. Selected Services

Stagecoach Deposit® – ATM Deposit Only Card Service.

Company may elect to utilize Bank's Stagecoach Deposit® – ATM Deposit Only Card Service by completing and returning to Bank the setup form for the Service. This Service allows Company to make deposits to Company's Account using a Stagecoach Deposit® – ATM Deposit Only card ("Deposit

Card") and a designated Wells Fargo® ATM ("ATM"). Company will make such deposits according to the instructions Bank provides and will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"), the risk of misuse of both of which Company assumes. Bank will provisionally credit each deposit to Company's Account based on the amount Company keys into the ATM. Company's ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and Bank's funds availability policy applicable to Company's Account. If the dollar amount of Company's deposit as determined by Bank differs from Company's total (as shown on Company's ATM receipt), Bank will send Company a statement showing the amount of this difference. Company agrees Bank's count of the dollar amount of Company's deposit will be conclusive and binding on Company. Company will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If Company claims any portion of a deposit was lost or stolen while in Bank's custody, Company acknowledges Company has the burden of proving its claim. If Company orders supplies for the ATM Deposit Service through the ATM, Company authorizes Bank to initiate debits to Company's Account and credits to the accounts of third party vendors to cover the cost of such supplies provided to Company. Such transfers may be processed through an automated clearing house or any other means chosen by Bank and will be subject to the rules of the funds transfer system used by Bank. Company's authorization will remain in full force and effect until Bank has received written notification from Company of its termination in such time and manner as to afford Bank and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® – Post Verify Service.

If Company elects to utilize Bank's Stagecoach Deposit® – Post Verify Service, Company will prepare, package and deliver Stagecoach deposits to Bank in accordance with Bank's instructions. Bank will provisionally credit Company's Account for the currency shown on the deposit ticket enclosed in Company's Stagecoach deposit bag as follows: (i) same day credit for deposits delivered to an office of Bank before that office's cut-off time on any Business Day or for deposits placed in night depository of Bank before 6:00 a.m. on any Business Day; or (ii) next Business Day credit for deposits delivered to an office of Bank on any Business Day on or after Bank's office's cut-off time or on any non-Business Day. All Stagecoach deposits are subject to Bank's acceptance and verification. Bank will verify the currency in Company's Stagecoach deposit bag either at a later time in Bank's office or

when Company's Stagecoach deposit bag is delivered to Bank's cash vault. Checks will be verified when they are delivered to Bank's check processing center. Bank reserves the right to adjust (debit or credit) Company's Account if Bank determines that the amount shown on Company's deposit ticket is incorrect. Because the frequency of armored courier transportation from Bank's offices to Bank's vaults varies from office to office, the time it takes to verify Company's Stagecoach deposit may vary, depending on the office to which Company's Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three (3) Business Days. Adjustments will be effective when they are processed.

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Addendum to Wells Fargo Commercial Account Agreement

Effective January 1, 2016

Effective January 1, 2016, Wells Fargo is updating the descriptions of its procedures for verifying transactions in the existing agreements governing Company's deposit account. In the event of a conflict between this update and the existing agreements, this update will control.

The provisions in the existing agreements pertaining to verification of transactions are deleted and replaced with the following:

Verification of Transactions.

All transactions are subject to Bank's verification. This includes cash, items, or other funds offered for deposit for which Bank has provided a receipt. Bank does not verify all transactions. Bank reserves the right to reverse or otherwise adjust, at any time without prior notice to Company, any debit or credit Bank believes Bank has erroneously made to Company's Account.

It is Company's responsibility, and Bank has no obligation, to make sure the declared amount of funds offered for deposit is accurate. If Bank determines a discrepancy exists between the declared and the actual amount of the funds, Bank is permitted to adjust (debit or credit) Company's Account. Bank is also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than Bank's standard adjustment amount. Bank is permitted to vary its standard adjustment amount from time to time without notice to Company and to use different amounts depending on account type.

If Company notifies Bank of an error in the amount of a deposit shown on Company's Account statement within 30 days of the date Bank mails or otherwise makes the account statement available to Company, Bank will review the deposit and make any adjustment Bank determines is appropriate, subject to any applicable fees. If Company fails to notify Bank during this timeframe, the deposit amount on Company's statement will be considered correct. This means that if the actual amount is less than the amount on the statement, the difference will become Company's property. If the actual amount is more than the amount shown on the statement, the difference will become Bank's property.

If Company's account is a Commercial Deposit Account or an analyzed business deposit account, Company may arrange for Bank to adjust all discrepancies identified during any verification without regard to Bank's standard adjustment amount by contacting its relationship manager.

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Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

1. Service Documentation. The Service Documentation contains the terms governing each Service and includes:

1.1. The Service Description;

1.2. The Acceptance;

1.3. This Master Agreement for Treasury Management Services ("Agreement");

1.4. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and

1.5. User Guides, which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

The documents and individual provisions of the Service Documentation are intended to complement one another, and the Service Documentation as a whole.

This Agreement and Service Descriptions are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of a Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to a Service or other change requires a change to a Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by Applicable Law (as defined below), Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and

clearing and settlement house rules governing the transactions effected under this Agreement.

2. Services. Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.

3. Changes to Services. Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination. Unless earlier terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable guaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.

5. Service Fees. Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to Customer for such amounts, which Customer shall promptly pay.

Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

6. Confidential Information. Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use.

7. Currency. When Customer requests or instructions require that Bank convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), Bank will do so using its applicable rate of exchange in effect at the time on the day Bank executes the payment order. If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to Bank, Bank will not be liable to Customer for a sum in excess of the amount of the payment order after Bank has converted it from the Foreign Currency to the Account Currency using the applicable rate of exchange in effect at the time on the day Bank confirms the cancellation of the payment order. Bank bears no liability if the rate it uses for a particular transaction, i.e., the "applicable rate," differs from rates offered or reported by Bank or by third parties, or based upon different times of day, amounts, locations or involving different systems, agents or procedures. Currency exchange rates fluctuate over time, based upon market conditions, liquidity and risk. Customer acknowledges and accepts the risks of such fluctuations between the time Customer requests a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection or a return.

8. Liability and Indemnification.

8.1. Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute,

restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.

8.2. All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

8.3. Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

8.4. Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.

8.5. Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.

8.6. Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.

8.7. Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.

8.8. Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary

unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

8.9. Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party for: (a) any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages; or (b) business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8.10. Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.

9. Governing Law. The Service Documentation shall be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

10. Arbitration Agreement. Upon demand of either party, any controversy or claim arising out of or relating to this Account Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in controversy is US $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in controversy of less than US $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of either party to: (a) exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration hereunder, including

those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

11. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

12. Miscellaneous.

12.1 Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.

12.2 Entire Agreement. The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

12.3 No Waiver. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.

12.4 No Third Party Beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.

12.5 Financial Condition. Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

12.6 Customer's Representations and Warranties. Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.

12.7 Customer Communications. Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

12.8 Notice. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

12.9 Survival. Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. – London Branch

2. Wells Fargo Bank, N.A. – Cayman Islands Branch

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Treasury Management Product Enrollment

Customer Information

Customer Name		**CEO Company ID**
Street Address		
City	**State**	**Zip**
Country Name		**Country Code (if applicable)**
Primary Contact		**Phone**
Email Address		**Fax**

Acceptance of Services

Each person signing in the signature block at the end of this form certifies that:

the customer identified in the signature block ("Customer" or "Company**"**) has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling as of the date of this form. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.

Customer has granted the person(s) signing the signature block the authority on Customer's behalf to (i) enter into this and other agreements with Bank for Services on or after the Effective Date of this form and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this form and the Services.

Customer's use of any Service, including each Service Customer enrolls in after the Effective Date of this form, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

"Customer" may also be referred to as "Company" in the Service Documentation.

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)

ACH Origination Services – Security Procedure Elections

Description of Security Procedure

Definitions. An "Entry" is an automated clearing house ("ACH") debit or credit entry issued in Customer's name, and a "File" is the data file or batch release used to transmit one or more Entries (or a communication amending or canceling an Entry or File) to Bank. An "Initiation Method" is a method Bank offers to Customer for delivering a File to Bank. A "Security Procedure" is the method Customer elects in this form for Bank to verify the authenticity of a File delivered to Bank in Customer's name. Bank will not use the Security Procedure to detect an erroneous or duplicate Entry or File.

Commercially Reasonable. Customer has determined the Security Procedure(s) Customer has elected (a) best meets Customer's requirements with regard to the size, type and frequency of Files issued by Customer to Bank and (b) is commercially reasonable. Customer refuses to have its Files verified by any security procedure other than the Security Procedure Customer has elected.

Binding Instructions. Customer will be responsible for any erroneous or duplicate Entry or File Bank receives in Customer's name. Customer agrees to be bound by each Entry and File, or request to cancel or amend an Entry or File, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure Customer has elected.

Confidentiality. Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against unauthorized Entries or Files and warrants that no individual will be allowed to initiate an Entry or File without proper supervision and safeguards.

Election of Initiation Method(s) and Security Procedure(s)

The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH origination are:

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)

Commercial Electronic Office® (CEO®) Initiation Method

Dual Custody (NOTE: Do not display this header on the generated form.)

The *CEO®* portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO®* security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard *CEO®* security procedures also include dual custody for

select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody with Secure Validation (NOTE: Do not display this header on the generated form.)

The *CEO®* portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO®* security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Customer has declined to use dual custody, which is part of Bank's standard *CEO®* security procedures. With dual custody, an authenticated second user approves select high-risk ACH activities. Customer will instead use Secure Validation. With Secure Validation a single-use code is sent to an enrolled telephone number to confirm high-risk ACH activities. Secure Validation provides a lower level of protection than dual custody.

Dual Custody with "User Approve Own Entitlements" enabled (NOTE: Do not display this header on the generated form.)

The *CEO®* portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO®* security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Customer has elected to use dual custody at a company level but has also selected an option that allows designated users to use single custody (Approve own). With dual custody, an authenticated second user approves select high-risk ACH activities. Customer with "User Approve Own" entitlements will use Secure Validation. With Secure Validation a single-use code is sent to an enrolled telephone number to confirm high-risk ACH activities. Secure Validation provides a lower level of protection than dual custody.

Direct Origination Initiation Method

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of

the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Wells Fargo Gateway

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank originate ACH credit and/or debit Entries on behalf of Company and (b) receive periodic updates from Bank as it processes Entries for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to request ACH origination and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager® Initiation Method

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Files may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each File transmitted to Bank through

the VAN in Customer's name.

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Security Procedure Elected by Customer's Third Party Service Provider

Customer is utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on Customer's behalf. Bank will authenticate each File transmitted to Bank in Customer's name in accordance with the security procedure the Customer's TPSP has elected. Customer will notify Bank of any change to Customer's TPSP in a manner affording Bank a reasonable opportunity to act on the information. Customer's TPSP is:

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

Non-Standard Security Procedure

Customer has refused to utilize any of the security procedures described above and has elected to use the Security Procedure set forth in Attachment B.

CEO® Users Set-up

(Note, this is represented by two checkboxes within TMLW- One including SA and one for non)

User Name	User ID (if existing)

Select one or more CEO Products for the user(s) listed above:

☐ ACH[1] User ☐ ACH1 Administrator ☐ ACH Fraud Filter ☐ Cards[2] ☐ Payment Manager Online
☐ Other Treasury Management Products not in Administration[3] ☐ *Other Treasury Management Products in Administration*[4]

☐ Cash Vault	☐ Deposit Inquiry	☐ Change Orders Inquiry	☐ Change Orders	☐ Supply Order
(specify):				

Accounts: _____
ACH IDs (File ID/Company ID: _____

1 ACH Domestic Payments and ACH Payments. This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.
2 Prepaid Card and Recognition Card.
3 Additional Wells Fargo Online Services (Single Sign On to WF Business Online Banking), Autolink, Centralized Disbursements - Clients, Document Retrieval, Electronic Document Delivery, Healthcare Claims Payments, Healthcare Supplier Payments, Information Reporting Direct File Transfer, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Smart Decision Service, Sweep & Fed Funds - Statements & Confirmations, Wells Fargo Business Online Banking (Single Sign On), & White Label Wholesale Lockbox.
4 Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Deposit Maintenance, Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission,Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Transaction Search, Treasury Information Reporting, & WellsTAX®.

INTERNAL BANK USE ONLY
Does the customer have Administration, or is it included in the current request? ☐Yes ☐ No

CEO® Administration Set-up

(Note, there are unique versions for Business and Consumer. Consumer section does not possess Online Activation message about OA being deactivated)

Type of Request – Select request type with corresponding start date.

☐New ☐Change (Make selections only for options that should change) Start Date: _____

Company Administrators – Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®* (*CEO®*) portal services.

Recognition Card is a complimentary service that is entitled when a user gains access to Administration. Please choose "No" for Recognition Card in the table below if the user should not be granted access.

Company Administrator Name	Email Address	Token Serial Number (if reassigning	User ID (if existing)	Recognition Card Yes/No

		existing token)		
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No

As of May 2018 Online Activation is no longer available.

Administrators.

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized Commercial Electronic Office® (CEO®) portal services.

Recognition Card is a complimentary service that is entitled when a user gains access to Administration. Please choose "No" for Recognition Card in the table below if the user should not be granted access.

Administrator # Detailed Setup - Complete applicable fields

Administrator Name	Email Address	Token Serial Number (if reassigning existing token)	User ID (if existing)	Recognition Card Yes/No
				☐ Yes ☐ No
				☐ Yes ☐ No
				☐ Yes ☐ No

User Administration Options:

☐ User Maintenance

☐ Administrator Maintenance

☐ Reset Password

If granting *User Maintenance* or *Reset Password* what users can the Administrator view and manage?

☐ All Users ☐ Specific Users:

List user names and user ids

If granting *User Maintenance* what CEO Services can the user administer?

☐ All CEO Services ☐ Specific CEO Services:

List CEO Services that can be administered

If granting *User Maintenance* what Accounts can the user administer?

☐ All Accounts ☐ Specific Accounts:

List Account Numbers that can be administered

If granting *User Maintenance* what ACH IDs can the user administer?

☐ All ACH IDs ☐ Specific ACH IDs

List ACH IDs(File ID/Company ID) that can be administered

Company Administration Options:

☐ Manage User-Defined Lists

☐ All User List ☐ Specific User List:

Specify User List(s) that can be administered.

☐ All Account List ☐ Specific Account List:

Specify Account List(s) that can be administered.

☐ Manage Company Dual Custody Settings
☐ Manage Account Nicknames
☐ Manage ACH Custom Names
☐ Access to Administration Reports
☐ Manage Tokens/One Time Code

Company Service Options:

☐ Manage Company Alerts Settings
☐ Manage Company Statement and Notices Settings
☐ Manage Company Wires Settings

Custody Option

Dual Custody –

Bank's standard CEO® Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody –

By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the *CEO®* Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody

By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the *CEO®* Administration service, as they may only be changed by contacting your banker. If you enroll in a new *CEO®* product, it will not automatically be placed in dual custody, unless you contact your bank representative.

Customized Forced Dual Custody Settings –

Select the products you would like under dual custody in the *CEO®* Administration service. Only select products for which your company is enrolled. Additionally, specify the *CEO®* Administration service functions you would like under dual custody.

PRODUCT	CUSTODY SETTING	
ACH Payments (incl. Domestic and International)	☐ Forced Dual Custody	☐ Single Custody
Administration	☐ Forced Dual Custody	☐ Single Custody
Alerts	☐ Forced Dual Custody	☐ Single Custody
Basic Banking	☐ Forced Dual Custody	☐ Single Custody
Business Track	☐ Forced Dual Custody	☐ Single Custody
Canadian Treasury Solutions	☐ Forced Dual Custody	☐ Single Custody
Cash Concentration	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements – Clients	☐ Forced Dual Custody	☐ Single Custody
Credit Management	☐ Forced Dual Custody	☐ Single Custody
Dealer Inventory Finance	☐ Forced Dual Custody	☐ Single Custody
Deposit Maintenance	☐ Forced Dual Custody	☐ Single Custody
Derivatives Access	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit	☐ Forced Dual Custody	☐ Single Custody
E-Box Decisioning	☐ Forced Dual Custody	☐ Single Custody

Equipment Finance	☐ Forced Dual Custody	☐ Single Custody
Fed Funds	☐ Forced Dual Custody	☐ Single Custody
Foreign Exchange	☐	☐
Fraud Manager:	☐ Forced Dual Custody	☐ Single Custody
ACH Fraud Filter		
ARP Register Maintenance	☐ Forced Dual Custody	☐ Single Custody
Image Positive Pay	☐ Forced Dual Custody	☐ Single Custody
Healthcare Claims Payments	☐ Forced Dual Custody	☐ Single Custody
Healthcare Supplier Payments	☐ Forced Dual Custody	☐ Single Custody
Image	☐ Forced Dual Custody	☐ Single Custody
Institutional Investing – Reporting	☐ Forced Dual Custody	☐ Single Custody
Item Detail Inquiry Service	☐ Forced Dual Custody	☐ Single Custody
Lockbox	☐ Forced Dual Custody	☐ Single Custody
Payment Manager®	☐ Forced Dual Custody	☐ Single Custody
Prepaid Card	☐ Forced Dual Custody	☐ Single Custody
Recognition Card	☐ Forced Dual Custody	☐ Single Custody
Retail Lockbox Image Archive	☐ Forced Dual Custody	☐ Single Custody
Returned Items	☐ Forced Dual Custody	☐ Single Custody
SAFE Transmission	☐ Forced Dual Custody	☐ Single Custody
Statements and Notices	☐ Forced Dual Custody	☐ Single Custody
Transaction Search	☐ Forced Dual Custody	☐ Single Custody
Treasury Information Reporting	☐ Forced Dual Custody	☐ Single Custody
Warehouse Lending Finance	☐ Forced Dual Custody	☐ Single Custody
WFED – Wells Fargo Electronic Deposit	☐ Forced Dual Custody	☐ Single Custody
Wells Capital Management	☐ Forced Dual Custody	☐ Single Custody
WellsTAX Payments	☐ Forced Dual Custody	☐ Single Custody
WF Business Online Banking	☐ Forced Dual Custody	☐ Single Custody
Wires	☐ Forced Dual Custody	☐ Single Custody
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Password Reset	☐ Forced Dual Custody	☐ Single Custody
Hide Secret Question and Answer	☐ Forced Dual Custody	☐ Single Custody
Wires Limits and Authorizations	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit Company Preferences	☐ Forced Dual Custody	☐ Single Custody

Single Custody –

Customer has declined to use dual custody, which is part of Bank's standard CEO® Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. With single custody there is no secondary approval for any high-risk activities. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of Request – Select request type. (Refer to the reference guide for complete instructions.)

☐ **Account-specific Request**	☐ **Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account** – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	☐ **Blanket Company Level Approval** – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)
Account Number (*Does not apply to Blanket Company Level Approval*)		Account Name

Check one: ☐ **Add Service** ☐ **Delete Service** ☐ **Change Amount**	**Maximum Check Amount Authorized Payment Service** (*not available in conjunction with Positive Pay or Perfect Presentment*) SERVICE: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified above which exceed the Maximum Dollar Authorized Payment Amount specified below: **Maximum Dollar Authorized Payment Amount:**

Check one: ☐ **Add Service**	**Maximum Check Cashing Amount Authorized Payment Service** (*not available in conjunction with Positive Pay or Perfect Presentment*)

☐ **Delete Service** ☐ **Change Amount**	SERVICE: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified above which exceed the Maximum Check Cash Amount specified below: **Maximum Check Cashing Amount:**

Check one: ☐ **Add Service** ☐ **Delete Service** ☐ **Change Amount**	**Maximum Over the Counter Amount Authorized Payment Service** SERVICE: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified above which exceed-the Maximum Over the Counter Withdrawal Amount specified below: **Maximum Over the Counter Withdrawal Amount:**

Check one: ☐ **Add Service** ☐ **Delete Service**	**Checks to Individuals Authorized Payment Service** SERVICE: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified above for any item made payable to an individual.

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users, and establish *CEO*® ACH Payment Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator Name		**Phone Number**	
Street Address (tokens cannot be shipped to post office boxes)		**City**	
		State	**Zip**

For new users:

- *New Token:* To order a token for the first time for a user.
- *Assign Token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace Token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign Token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign Token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete Token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

User Name #1____ _____ User ID (for existing *CEO*® users)

Token Serial #*___ _____ ACH Payments Admin ☐ Yes ☐ No

New User ☐ New Token ☐ Assign Token*

Existing User
(Select one box only)
☐ Replace Token ☐ Assign Token* ☐ Un-Assign Token* ☐ Delete Token*

Designation of Wells Fargo Stagecoach Sweep® Option

Customer Entity

Name(s)	Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's *Commercial Electronic Office*®, facsimile and/or Secure E-Mail.

Investment Sweep Options

Customer elects the following Option (check one box only):

☐ **Wells Fargo *Stagecoach Sweep* Preferred Option.**

☐ **Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.**
☐ **Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.**
☐ **Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (GFI Only)**
☐ **Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (GFI Only)**
☐ **Wells Fargo *Stagecoach Sweep* Fed Funds Purchased & Sold Agreement Option. (GFI Only)**

Money Market Mutual Fund Sweep Options

Customer elects the following Option (check one box only):

☐ **Wells Fargo Treasury Plus Money Market Fund - Class A - Fund 453**
☐ **Wells Fargo Treasury Plus MMF- Service Class - Fund 454**
☐ **Wells Fargo 100% Treasury Money Market Fund - Service Class - Fund 8**
☐ **Wells Fargo Government MMF Admin Class – Fund 947**
☐ **Wells Fargo Government MMF Institutional –Fund 1751**
☐ **Wells Fargo Treasury Plus MMF Institutional –Fund 793**

Credit Sweep Option

Customer elects Bank's Credit Sweep Option.

Wire Transfer Services – Security Procedure Elections

Description of Security Procedure

Definitions. A "Payment Order" is an instruction to wire funds from Customer's Account that Bank receives in Customer's name. An "Initiation Method" is a method Bank offers to Customer for delivering a Payment Order to Bank. A "Security Procedure" is the method Customer elects for Bank to verify the authenticity of a Payment Order delivered to Bank in Customer's name (other than a Payment Order delivered in person at a Bank location). Bank will not use the Security Procedure to detect an erroneous or duplicate Payment Order.

Commercially Reasonable. Customer has determined the Security Procedure Customer has elected (a) best meets Customer's requirements with regard to the size, type and frequency of Payment Orders issued by Customer to Bank and (b) is commercially reasonable. Customer refuses to have its Payment Orders verified by any security procedure other than the Security Procedure Customer has elected.

Verified Payment Order. Customer will be responsible for any erroneous or duplicate Payment Order Bank receives in Customer's name. Customer agrees to be bound by each Payment Order, or request to cancel or amend a Payment Order, whether or not authorized

by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure Customer has elected.

Confidentiality. Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against unauthorized Payment Orders and warrants that no individual will be allowed to initiate a Payment Order without proper supervision and safeguards.

Election of Initiation Method(s) and Security Procedure(s)

The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Customer Entity

Name(s)	TIN, SSN, Int'l or Gov ID(s)

Commercial Electronic Office® (CEO®) Initiation Method

Dual Custody (NOTE: Do not display this header on the generated form.)

The *CEO®* portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO®* security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard *CEO®* security procedures also include dual custody for select, high-risk wire transfer activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Secure Validation (NOTE: Do not display this header on the generated form.)

The *CEO®* portal is Bank's electronic banking portal that is accessed via the Internet. The *CEO®* security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Customer has declined to use dual custody. With dual custody, an authenticated second user approves select high-risk wire transfer activities. Customer will instead use Secure Validation. With Secure Validation, a single-use code is sent to an enrolled telephone number to confirm high-risk wire transfer activities. Secure Validation provides a lower level of protection than dual custody.

Payment Manager® Initiation Method

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext

transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment Order transmitted to Bank through the VAN in Customer's name.

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Voice Initiation Method

Bank's voice initiation security procedure consists of confirming (a) the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders and (b) the voice print provided when placing a Payment Order matches the print registered for the PIN holder.

Verify Callback Service. If Bank receives a voice-initiated, non-repetitive Payment Order of $ _____ _____or more, Bank will make one attempt to telephone an individual authorized to approve wires ("Authorized Approver"), not the initiator, to verify that Payment Order is authorized. A PIN and voice print are required to authenticate each Authorized Approver. If Bank is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the Payment Order will not be processed.

Wells Fargo Gateway Initiation Method

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank execute Payment Orders on behalf of Company and (b) receive periodic updates from Bank as it processes Payment Orders for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to issue Payment Orders and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

SWIFT® Initiation Method

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Non-Standard Security Procedure

Customer has refused to utilize any of the security procedures described above and has elected to use the Security Procedure set forth in Attachment B.

CEO® Wires Set-up– For Company and Account Set-ups with Administration

Type of Request – Select request type and enter corresponding start date.

☐New ☐Change Start Date: _____

Company Authorization – (For existing CEO Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Duplicate Check No. of Days (Default - 10)	**Default Wire Fee Assignment** (select one)	**Value Date Roll Forward**	**File Import** (File Import and Payment Manager Import)	**Get Rate**
	☐ Shared (Default) ☐ Beneficiary ☐ Originator	☐ YES ☐ NO (Default)	☐ YES (Default) ☐ NO	☐ YES (Default) ☐ NO

Account Authorization – Account Funds Transfer

Account Number	**Associated Application**
	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance

CEO® Wires Set-up – For Company, Account, and User ID Set-ups without Administration

Type of Request – Select request type and enter corresponding start date.

☐New ☐Change Start Date: ___ _____

Company Authorization – (For existing CEO Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds	**Duplicate Check No. of**	**Default Wire Fee**

Transfer Daily Limit	**Days** (Default – 10)	**Assignment** (select one)
$		☐ Shared (Default) ☐ Beneficiary ☐ Originator
Value Date Roll Forward	**File Import** (File Import and Payment Manager Import)	**Get Rate**
☐ YES ☐ NO (Default)	☐ YES (Default) ☐ NO	☐ YES (Default) ☐ NO
Additional Approver Limits		
☐ Wires ☐ Book Transfer ☐ Drawdown	$ $ $	

Complete the following regarding Funds Transfer Information for specific application types

Application Type	**Funds Transfer Type Allowed**	**Number of Verifiers for Templated Wires** (default is 1)	**Number of Verifiers for Freeform Wires** (default is 1)
Wire Transfer (Domestic, Intl & Federal Tax Payment)	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform		
Drawdown	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform		
Book Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform		
Template Maintenance	Not Applicable		Not Applicable

Account Authorization – Account Funds Transfer Limits

Account Number	Cumulative Daily Limit	Associated Application
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance

Optional Default User Limits - Complete all fields to specify optional default limits for users. Enter User information below and select the Apply Default Limits checkbox

Application Type	Cumulative Daily Create/Modify /Delete Limit	Individual Approve/reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Individual Create/Modify/ Delete Limit
Wire Transfers					
Book Transfers					
Drawdowns					
Template Maintenance	----------	----------	----------	----------	----------

User Information – Complete all fields

User Name	User ID – If existing CEO User
Email Address	Phone

If requesting CEO® Wires User ID set-up, the person signing this set-up form is authorized by the resolutions of the undersigned entity to designate the above person as an authorized user of the CEO® Wires product. In addition, the above User is being approved for the accounts listed with the maximum User Funds Transfer limit(s), ability to send templated and or non-templated transactions, and with the level of authority granted for each account listed.

User Settings – Complete all field below **or** select checkbox to apply Company default limits to this user. ☐

Get Rate	**File Import (FUS)**
☐ YES (Default) ☐ NO	☐ YES (Default) ☐ NO

Application Type	**Individual Create/Modify/Delete Limit**	**Cumulative Daily Create/ Modify/ Delete Limit**	**Individual Approve/reject Limit**	**Cumulative Daily Approve/Reject Limit**	**Additional Approver Limit***	**Individual Create/ Modify/ Delete Limit**
Wire Transfers	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform					
Book Transfers	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform					
Drawdowns	☐ Templated Only ☐ Freeform Only ☐ Templated & Freeform					

User Account Authorizations– Provide user account number and funds transfer service authorization type.

Account Number	Account Number
Wire Transfers ☐ Create/Modify/Delete ☐ Approve/Reject	Wire Transfers ☐ Create/Modify/Delete ☐ Approve/Reject
Book Transfers ☐ Create/Modify/Delete ☐ Approve/Reject	Book Transfers ☐ Create/Modify/Delete ☐ Approve/Reject
Drawdowns ☐ Create/Modify/Delete ☐ Approve/Reject	Drawdowns ☐ Create/Modify/Delete ☐ Approve/Reject
Template Maintenance ☐ Create/Modify/Delete ☐ Approve/Reject	Template Maintenance ☐ Create/Modify/Delete ☐ Approve/Reject

Voice Wires Set-up

Type of Request:

☐New ☐Update Existing Information ☐Delete Existing Information

Account Numbers (list accounts to be debited for each wire transfer)

1) _____ ☐**G/L** ☐**DDA**	2) _____ ☐**G/L** ☐**DDA**	3) _____ ☐**G/L** ☐**DDA**	4) _____ ☐**G/L** ☐**DDA**

Advice Information (additional fees apply for these services)

For Fax or E-mail notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper based serviced is no longer available to add) ☐Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail advice for ☐PINs	Mail PINs to:

Authorized Callers (people authorized to initiate wires)

$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive & Non-Repetitive.

Authorized Callers First & Last Name	$ Limit	Phone Number including area code	Initiation Type
	$		☐ R ☐ B
	$		☐ R ☐ B

Alternate Account to be Charged for Wire Fees

List account only if wire fees are to be assessed to this account

☐DDA ☐AU and G/L _____ _____

Account Relationship Link

To link accounts to the Master Account number (for Book Transfer pricing) enter the Master Account number. _____ _____

Optional Verify Callback Service: (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not

indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Callers **First & Last Name**	**$ Limit**	**Phone Number** **including area code**
	$	

Customer Approval – (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed Name of Authorized Signer	Phone
Signature	Date

INTERNAL BANK USE ONLY

Bank Approval

Printed Name of Relationship Manager/ Authorized Approver	Phone
Relationship Manager/ Authorized Approver Signature*	Date

**By signing this document you are approving and acknowledging this individual is authorized to make these changes on behalf of this company.*

INTERNAL BANK USE ONLY

Voice Wire Only – Submitter Information & Instructions

Submitter Name	Submitter Phone
Submitter E-mail	Submitter Fax

NOTE: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.

FUNDS AVAILABILITY POLICY

Wholesale Banking

Effective October 1, 2014

The policy of Wells Fargo Bank, National Association ("Bank" or "Wells Fargo"), is to make funds from Company's check deposits to Company's account (in this policy, each an "account") available to Company on the first business day after the day Bank receives the deposits, subject to the following.

Funds from the following deposits are available on the first business day after the day of Company's deposits (i) if Company makes the deposit through an employee or agent in person to one of Bank's employees and (ii) if it uses a special deposit slip available from Bank upon request:

- State and local government checks that are payable to Company.
- Cashier's, certified, and teller's checks that are payable to Company where Bank is not the issuer or drawee.

While Bank generally makes funds from Company's check deposits available to Company on the first business day after the day Bank receives the deposits, Bank's policy grants availability in accordance with an availability schedule or schedules provided or made available by Bank to Company contemporaneously with this policy or from time to time thereafter, subject, among other things, to the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, Company may withdraw the funds in cash and Bank will use the funds to pay checks that Company has written and fees and expenses that Company has incurred in connection with the account.

Determining the day of receipt

For determining the availability of Company's deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If Company makes a deposit before Bank's established cutoff time on a business day that Bank is open, Bank will consider that day to be the day of Company's deposit. For deposits granted same calendar day availability as described below, the calendar day Company makes the deposit will be considered the day of deposit. For all other deposits, if Company makes a deposit after the cutoff time or on a day Bank is not open, Bank will consider the deposit was made on the next business day Bank is open. Cutoff times may vary by location and are posted in each store. The earliest cutoff time for a store is 2:00 p.m. local time. Cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

The length of the delay varies depending on the type of deposit as explained below.

Same calendar day availability

The following deposits will be available on the calendar day Bank receives the deposit:

- The first $200 of a day's check deposits made through a Wells Fargo ATM.
- Cash deposited through a Wells Fargo ATM.

Same business day availability
The following deposits will be available on the business day Bank receives the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on Bank.

If Company does not make its deposit in person to one of Bank's employees (for example, if Company mails the deposit), funds from these deposits will be available on the second business day after the day Bank receives Company's deposit.

Longer delays may apply
In some cases, Bank will not make all the funds that Company deposits by check available to Company on the first business day after the day of Company's deposits. Depending on the type of check Company deposits, funds may not be available until the second or third* business day after the day of deposit. The first $200 of Company's deposit, however, may be available on the first business day.

Except as otherwise explained in this paragraph, if Bank is not going to make all funds from Company's deposit available on the business day of deposit or the first business day, Bank will notify you at the time Company makes its deposit. Bank will also tell Company when the funds will be available. If Company's deposit is not made directly to a Bank employee, or if Bank decides to take this action after Company's employee or agent has left the premises, Bank will mail the notice by the first business day after Bank receives the deposit.

In addition, funds Company deposits by check may be delayed for a longer period under the following circumstances:

- Bank believes a check Company deposits will not be paid.
- Company deposits checks totaling more than $5,000 on any one day.
- Company redeposits a check that has been returned unpaid.
- Company has overdrawn its account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

Bank will notify Company if it delays Company's ability to withdraw funds for any of these reasons, and Bank will tell Company when the funds will be available. The funds will generally be available no later than the seventh or eighth* business day after the day of your deposit.

Holds on other funds (check cashing)
If Bank cashes a check for Company that is drawn on another bank, it may withhold the availability of a corresponding amount of funds that are already in the account. Those funds will be available at the time funds from the check Bank cashes would have been available if Company had deposited it.

Holds on other funds (other accounts)

* Bank may delay availability of funds by one additional business day for certain checks deposited at a Bank location in Alaska. This right applies only if the check is drawn on or payable at or through a paying bank not located in Alaska.

If Bank accepts a check for deposit that is drawn on another bank, it may make funds from the deposit available for withdrawal immediately but delay Company's ability to withdraw a corresponding amount of funds that Company has on deposit in another account with Bank. The funds in the other account would then not be available until the time periods that are described in this policy.

Delays on other funds

Funds from any deposit (cash or checks) into accounts domiciled in Iowa and Nebraska made at eligible non-Wells Fargo ATMs in those same states will not be available until the third business day after the day of Company's deposit. This rule does not apply at ATMs that Bank owns or operates. All ATMs that Bank owns or operates are identified on Bank's machines as "Wells Fargo."

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COMMERCIAL DEPOSITORY SERVICE DESCRIPTION

WELLS FARGO

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Commercial Depository service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Service.** With the Service, Company may (a) order currency and coin (collectively, "cash") from Bank's cash vault and Bank will make such cash available to an armored car service acting as Company's agent ("Agent") at Bank's cash vault, and (b) deliver currency, coin, checks and other negotiable instruments to Bank's cash vault or night depository locations for processing.

3. **Cash Orders from Bank's Cash Vault.**

   3.1. Cash Requests. Company may request in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, facsimile, or Bank's *Commercial Electronic Office® (CEO®)* portal (each a "Cash Request") that Bank make available to Company's Agent at Bank's cash vault, in an amount designated in the Cash Request, shipments of cash (each a "Cash Shipment") in bags or other containers ("Cash Bags"). Bank is authorized to act upon any Cash Request Bank receives in accordance with this Service Description, and which Bank believes in good faith to have been made by an authorized representative of Company. Bank has no obligation whatsoever to verify, and will not be liable for its failure to verify or investigate, any Cash Request.

3.2. Making Cash Available to Company's Agent. Bank is authorized to make Cash Shipments available to any person whom Bank in good faith believes to be Company's Agent. Bank will have no further responsibility, and Company assumes all risk of loss for cash made available to any such person. Bank will make Cash Shipments available only at the locations, on days, and during the hours published by Bank from time to time. Bank reserves the right to suspend the Service at any time without notice.

3.3. Company's Authorized Representatives. Company will promptly certify to Bank the identity of: (a) the person with whom Bank is authorized to communicate regarding authorization codes or other security procedures; (b) Company's Agent authorized to accept delivery of cash; and (c) where applicable, the persons who are authorized users of the Service. Company will give prior written notice to Bank of any change in the person(s) or Agent so authorized by Company. Bank will be fully protected in relying on each such notification and on the obligation of Company to promptly notify Bank of any change in the person(s) or Agent so authorized by Company.

3.4. Security Procedures. For requests made in writing or by facsimile, operator-assisted telephone call or transmission, a Customer ID assigned by Bank is required. For CEO requests, a User ID assigned by Bank is required. For touch-tone/automatic response telephone requests, an Access Code is required which can be assigned either by Bank or by Company. Operator limits may also be required. It is Company's responsibility to put into place internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, User ID(s) and Access Code(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. Company will notify Bank immediately in the event a breach of security is suspected.

3.5. Debit of Account. On the Business Day that Bank makes available any Cash Shipment to Company's Agent, Bank is authorized to debit Company's designated Account for the aggregate amount of the shipment. Company will maintain collected balances in the designated Account sufficient at all time to cover fully any debit. Bank has no obligation to release a requested Cash Shipment or any portion thereof to Company's Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Shipment at the time the Shipment is to be made available to Company's Agent. If Company fails to specify an Account to Bank, Bank may debit any account which Company maintains with Bank for the amount of a requested Cash Shipment.

3.6. Packing Slip; Differences in Shipment Amount. Each Cash Shipment will be accompanied by a packing slip. The packing slip will disclose the aggregate amount of the Cash Shipment, the overall number of containers included in the Cash Shipment, and the number of containers delivered to Company's Agent for transmittal to Company. With respect to any Cash Shipment made available to Company's Agent, Company will notify Bank immediately in writing of any difference between the amount specified on the packing slip for that Shipment and the amount, as counted by Company, of the Shipment. In the event that the difference cannot be resolved, Bank's count of the amount of the disputed Shipment will be conclusive and binding on Company.

4. Delivery and Processing of Deposit Shipments at Bank's Cash Vault. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments to Bank's cash vault locations (each a "Deposit Shipment"), and Bank's processing of such Deposit Shipments:

4.1. Use of Agent to Deliver Shipments. Company will deliver Deposit Shipments in deposit bags or other containers ("Deposit Bags") to one of Bank's cash vaults via an armored car service or, in Alaska only, the U.S. Postal service acting as Company's agent ("Agent"). Company is responsible for making all arrangements with its Agent for delivery of Deposit Shipments, and Company assumes all risk of loss while a Deposit Shipment is in the possession of its Agent. Bank may accept Deposit Shipments from any person Bank believes in good faith to be Company's Agent. The delivery of a Deposit Bag to Bank or Bank's receipt for it on a manifest will not be deemed proof of Bank's receipt of the contents listed on the deposit slip contained in the Deposit Bag or Company's records. Bank will have no responsibility for any Deposit Bag or its contents delivered to one of Bank's cash vaults until the Deposit Bag is accepted by Bank in accordance with its procedures and the contents of the Deposit Bag are counted by Bank.

4.2. Delivery Procedures. In delivering a Deposit Shipment to Bank's cash vault, Company agrees to comply (and to cause its Agent to comply) with the following procedures:

- Deliver Deposit Bags only at the locations, on the days, and during the hours published by Bank from time to time;
- Properly endorse all checks and other negotiable instruments included in a Deposit Shipment;
- Use only Bank-approved Deposit Bags that are properly secured;
- Specify the number of Deposit Bags belonging to Company which are included in the overall shipment delivered to Bank, as well as the contents of each Deposit Bag, on a delivery manifest, a copy of which Company's Agent will provide to Bank at the time of delivery;
- Obtain the signature of Bank's employee who accepts delivery on that portion of the delivery manifest which the Agent retains; and
- Retain a copy of the receipt or other document covering each Deposit Bag delivered by Company to its Agent for at least one year from the date of delivery to Company's Agent.

Company agrees that Deposit Bags will be used only for the deposit of currency, coin, checks, other negotiable instruments (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Deposit Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur.

4.3. Cut-off Time; Deposit to Account. If a Deposit Shipment is received at one of Bank's cash vaults on a Business Day before Bank's published "cut-off time" for that cash vault, the aggregate amount of the deposits in such Shipment will be credited on that Business Day to the Account with Bank specified on the deposit slip for that Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after Bank's "cut-off time," the aggregate amount of the deposits in that Shipment will be credited to the Account on the next succeeding Business Day. Bank will not deposit any items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Shipment.

4.4. Processing of Deposit Shipments. Company authorizes Bank to open each Deposit Bag, count the contents, credit the amount of items to the Depository Account indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with Bank's customary procedures. All deposits are subject to verification, and Bank's count of the items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between Bank and Company until the count has been completed and the deposit credited to the Account. Company acknowledges that it has had an opportunity to have Bank's applicable count and verification procedures explained to its representative and agrees that the same will be deemed commercially reasonable. Company understands that no photocopying or microfilming of items will be performed at any cash vault location.

4.5. Adjustment Procedures. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is less than that reported on the deposit slip covering that Shipment, Bank will debit the Account specified on the deposit slip by such difference and report the difference to Company. If that Account has an insufficient collected and available balance to cover the debit, Bank will debit any of Company's other accounts with Bank for the difference, and Company agrees to promptly reimburse Bank for the difference (or any portion thereof) for which there are insufficient available balances in Company's accounts with Bank. If the aggregate amount of the items in any Deposit Shipment, as counted by Bank, is more than that reported on the deposit slip covering the Shipment, Bank will credit the Account specified on the deposit slip for the difference and notify Company of the difference.

5. Delivery and Processing of Deposit Shipments at Bank's Night Depository Locations. The following procedures will govern Company's delivery of currency, coin, checks, and other negotiable instruments (each a "Night Deposit") to Bank's night depository locations (each a "Night Deposit"), and Bank's processing of Night Deposits.

5.1. Night Depository Locations; Issuance of Keys. Company may make Night Deposits to its deposit account(s) with Bank by placing the items to be deposited into disposable bags furnished by Bank (each a "Night Bag") and then placing the Night Bags in the night depository receptacle ("Night Depository") at one of Bank's branches/stores (each a "Store") listed on Bank's Night Depository Set-up Form. Each office of Company listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Store. Company will designate in writing to Bank the individuals to receive the key for each of its offices; Bank may require such individuals to sign a receipt for the keys they receive.

5.2. Contents of Night Bags; Deposit of Night Bags. Company agrees that Night Bags will be used only for the deposit of currency, coin, checks or negotiable instruments properly endorsed by Company (collectively "items"), and will not be used in any unauthorized manner or for any unlawful purpose. As to any property other than items included in a Night Bag, Bank will not be deemed a bailee and will have no liability for any loss of or damage to such property which may occur. Each Night Bag must contain one or more deposit slips listing all the items contained in that Bag and their total dollar amount, and identifying the deposit Account of Company to which the dollar amount of the deposit is to be credited. After each Night Bag is placed in a Night Depository, the Night Depository must be securely locked. At the time each Night Bag is placed in a Night Depository the Bag must be securely closed and placed completely in the Night Depository.

5.3. Processing of Night Deposits. Bank may open each Night Bag and remove its contents without Company or any of its representatives being present. The contents of each Night Bag will be processed in accordance with Bank's standard procedures, and if placed in a Night Depository before Bank's established "cut-off time" on any Business Day, those items acceptable for deposit will be deposited into the Account as of the close of business on that same Business Day. The cut-off time for deposits made through the night depository may be different from that for deposits made at the teller line. Night Deposits placed in a Night Depository after Bank's established "cut-off time" will be credited to the Account on the next succeeding Business Day. Company understands and agrees that the contents of a Night Bag will not be credited to the Account, nor will the relationship between Company and Bank be that of a debtor to a creditor with respect to any item in a Bag, until Bank has accepted the item for deposit into the Account after counting all the items in the Bag and calculating the total dollar amount of all such items.

5.4. Counting and Adjustment Procedures. If Company's records regarding the total dollar amount of the items in any Night Bag differ from Bank's calculation of the total dollar amount of the items in the Bag, Company has the burden of proving that its records show the correct amount in the Bag or Bank's total will be accepted as final. If there is a difference between Bank's total and Company's total for the amount of items in a Night Bag (as Company's total is shown on the deposit slip or slips in the Bag), Bank will send Company a statement indicating the amount of the difference. In the event that the difference cannot be resolved, Bank's count of the dollar amount will be conclusive and binding on Company.

5.5. Claims of Lost or Stolen Items. Company will have the burden of proving the amount of any item which it claims was lost or stolen while it was at a designated Store and that disappearance of the item occurred while it was at the designated Store. Company agrees to notify Bank immediately if Company determines that any Night Bag or any item in a Night Bag has been lost or stolen while at one of Bank's Stores. Company agrees that it will have total responsibility for each Night Bag and its contents until the Bag has dropped completely into a Night Depository.

6. Special Instructions. Company may submit to Bank in writing any special instructions it may have in connection with cash orders or deposits of items at Bank's cash vault or night depository locations. Bank may at its option accept or reject the instructions and so notify Company. Even if accepted, Bank may stop complying with the instructions upon prior notice to Company if, in Bank's opinion, continued compliance would increase Bank's costs or risks, interfere with its established or revised procedures, or diminish the efficiency of Bank's operations. Any loss attributable to increased risk resulting from a special procedure will be borne solely by Company.

7. Further Assurances. Company agrees to do any and all such further acts Bank may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description, including, without limitation, providing information Bank requests regarding any Deposit Shipment, including, without, limitation, information necessary to file a Currency Transaction Report under the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time, and to determine the source of any cash or items in a Deposit Shipment.

8. Representations and Warranties regarding Deposit Shipments. To be eligible to make Deposit Shipments at a cash vault or Night Depository, Company hereby represents and warrants to Bank at the time of the delivery of each Deposit Shipment that:

8.1 Deposits for Own Account. Company makes Deposit Shipments for its sole account and does not directly or indirectly make any Deposit Shipments on behalf of any other party; unless such party has been previously disclosed to Bank and approved in writing by Bank, in its sole discretion.

8.2 No Deposits from Outside the United States. Company does not make Deposit Shipments from a source or sources known, or which upon reasonable inquiry would be known, to Company to be outside the United States.

8.3. **No Business as a Foreign Exchange House.** Company does not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.

9. Termination of Services. Bank may immediately terminate any or all of the Services described herein in the event of Company's breach of any representation or warranty in Section 8. Otherwise, Bank may terminate this Service upon sixty (60) days prior notice to Company.

10. Survival. Sections 3.6, 4.4., 4.5., 5.4., 5.5., 7 and 10 will survive termination of the Service.

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RETURNED ITEM SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Returned Item service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Bank's Returned Items Services. A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include: (a) Special Instructions regarding the handling of Company's Returned Items (section 4); (b) Returned Item Decisioning through Bank's *CEO*® portal (section 5); (c) Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 6-11); (d) Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 12-15); (e) Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and (f) Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

3. Rules Applicable to Bank's Returned Item Services. Bank will provide the Services to Company in accordance with:

3.1. the Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and

3.2. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.

4. Special Instructions Service. When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.

5. Returned Item Decisioning Service. When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO*® portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO*® portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.

6. Electronic Returns Service. When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.

7. Authorization. Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.

8. Rejected Entries. In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.

9. Representment/Returned Check Fees. Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.

10. **Provisional Credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

11. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.

12. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depositary bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.

13. **Relation of Multiple Endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depositary bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depositary bank; and (c) the endorsement placed on each Deposited Item by the depositary bank may or may not obscure, in whole or in part, the centralized returns endorsement.

14. **Delayed Returns; Lost Instruments; Liability; Indemnification.** With respect to where to return checks, 12 CFR §§229.30(g) and 229.31(g), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depositary bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such

indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .

15. Bank's Right to Chargeback Returned Items. Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.

16. Returned Item Forwarding. When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 14 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service.

17. Returned Item Service Fee Recovery. When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

18. Company's Agreement to Indemnify Bank. Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:

18.1. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;

18.2. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;

18.3. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description ; and

18.4. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.

19. Survival. Sections 6, 7, 9, 14, 16 and 18 of this Service Description will survive termination of the Service.

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COMMERCIAL ELECTRONIC OFFICE® ("CEO"®) SERVICE DESCRIPTION

WELLS FARGO

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") *Commercial Electronic Office*® service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Customer uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. Description of Service. The *CEO*® portal is Bank's electronic banking portal that is accessed via the Internet. Authorized Representatives (see section 3) may use the *CEO*® portal to access (a) Bank Services in which Customer has separately enrolled (each, an "Accessed Service") and (b) third-party sites Bank may make available through the *CEO*® portal. Bank offers different channels through which Customer may access the *CEO*® portal that may include without limitation personal computers and mobile devices. Bank may add or eliminate channels at any time. A Bank Service or third party site accessible through one channel may not be accessible through another channel. The Service Documentation includes the Service Description for each Accessed Service. In the event of a conflict between the Service Description for the Accessed Service and this Service Description, the Service Description for the Accessed Service will control.

3. Access to the *CEO*® portal. When Customer enrolls in the *CEO*® portal and as Bank may determine is necessary after enrollment, Bank will (in accordance with section 4) provide one or more secure means of accessing the Services (each, a "Log-On Credential") to the persons who are authorized to access the *CEO*® portal on Customer's behalf (each an, "Authorized Representative"). Log-On Credentials may include without limitation Customer and user IDs, passwords, token IDs and other means of providing secure access to the *CEO*® portal Service that Bank adopts after the date Customer begins using the *CEO*® portal and may be changed by Bank at any time. Bank will have no obligation to Customer to verify or authenticate separately

any communication Bank receives in Customer's name through the *CEO*® portal, whether or not an Authorized Representative actually issued the communication. Bank may, at Bank's sole option, contact Customer with respect to any communication Bank receives in Customer's name, but Bank's election to contact Customer with respect to one or more communication will not obligate Bank to contact Customer with respect to any subsequent communication Bank receives in Customer's name.

4. Administration of the *CEO*® Portal.

4.1. General. Bank offers two options for administering the *CEO*® portal: (a) self-administration and (b) Bank administration.

4.2. Self-Administration. If Customer enrolls in Bank's self-administration option, there are three categories of Authorized Representatives: Customer Administrator, Administrator or User. Unless Customer and Bank separately agree, Bank provides Bank's then-current Log-On Credentials only to Customer's initial Customer Administrator(s) who will (a) assign Bank's Log-On Credentials to other individuals and (b) designate each such individual as (i) a Customer Administrator, who may perform all functions of Customer's initial Customer Administrator; (ii) an Administrator, who may perform all the functions of an Administrator including without limitation designating other Administrator(s) and User(s); or (iii) a User, who may access those Services as designated by a Customer Administrator or an Administrator and those in which Bank permits a User to self-enroll. Each Customer Administrator and Administrator has the authority to enroll Customer in additional Services. Customer will promptly revoke the Log-On Credentials of any Authorized Representative when that individual is no longer an Authorized Representative. Customer and Bank may agree separately that in addition to Company's use of self-administration as described in this section 4.2., Company may request that Bank assign Bank's then-current Log-On credentials to each User Customer designates in writing to Bank as Bank would if Customer elected Bank administration under section 4.3. Customer's designation to Bank will specify the Services which the User is authorized to access in addition to those Services in which Bank permits a User to self-enroll. Each User to whom Bank assigns Log-On credentials will remain authorized until the earlier of the removal of the User by Company through self-administration or by Bank through Bank administration within a reasonable time after receiving Customer's written notification that the User is no longer so authorized.

4.3. Bank Administration. If Customer does not enroll in Bank's self-administration option, there is one category of Authorized Representatives: Users. Bank will assign Bank's then-current Log-On credentials to each User Customer designates. Each User Customer designates will remain authorized until Bank has a reasonable time to act after receiving Customer's notification that the User is no longer so authorized.

5. Restricting or Terminating Access to the *CEO*® Portal. Bank will not be obligated to permit any Authorized Representative to use any Service through the *CEO*® portal if Bank determines such use is (a) not in accordance with any term applicable to the *CEO*® portal, (b) not permitted by Applicable Law, (c) not authorized by Customer or any third party whose authorization Bank believes is necessary for such use, or (d) should be denied for Customer's or Bank's protection (without Bank's agreeing to, or being required to, make this determination in any circumstance).

6. Financial Information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") may be available to Customer at the *CEO*® portal. The posting of any Financial Information or any other information or data at the *CEO*® portal will not be a recommendation by

Bank of any particular Service or transaction. Bank does not guarantee the accuracy or completeness, (a) of any Financial Information, (b) is not responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) for any decision made or action taken by Customer in reliance on any Financial Information.

7. Cash Flow Analysis Service. This section contains additional terms applicable to Bank's Cash Flow Analysis Service. This Service enables Customer to view and use certain data for global cash positioning and forecasting and journal entry. Bank will automatically populate data from Customer's deposit account(s) at Bank and other financial institutions Customer directs to provide data to Bank. Customer may also manually populate data. Bank will not verify the accuracy or completeness of data from other financial institutions, customer-populated data or forecasting information. Forecasting information is not a guarantee of actual performance. If Customer uses this Service to convert balances to a currency other than the currency in which the account is denominated, the conversion rate used through the Service may differ from the conversion rate actually used when the funds are converted on a given Business Day.

8. Customer's Representations and Warranties. Customer represents and warrants to Bank:

8.1. Customer's governing body has duly authorized each Authorized Representative, regardless of whether Customer enrolls in Bank's self-administration option, Bank administration or whether the individual is designated to act as Customer Administrator, Administrator or User; and

8.2. Customer will preserve the confidentiality of the Log-On Credentials and immediately notify Bank if Customer becomes aware or suspects that any Log-On Credential may have been compromised.

9. Customer's Agreement to Indemnify Bank. Customer will indemnify and hold Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents harmless from and against all losses, damages, claims, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by any of them arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Customer contained in this Service Description.

10. Survival. Sections 3, 4, 5, 6, 7, 8 and 9 will survive termination of the Service.

INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION

WELLS FARGO

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") information reporting and image delivery ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Customer uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Bank's *CEO* portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. Description of Services. Through the Service, Bank makes available to Customer data regarding transactions on and/or images of Items posted to (or other instruments processed through) deposit account(s) at Bank that Customer enrolls in the Service (each, "Account"). The data and images are referred to collectively in this Service Description as "information." The methods used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, Machine- to-Machine ("M2M"), and an Application Programming Interface ("API") through Bank's Gateway. Depending on the Service Customer elects, the information may include images of items or other instruments (a) posted to or processed through the Account; (b) cashed or collected by Bank or accepted for deposit to the Account; and (c) returned unpaid to the Account. "Item" is defined in Customer's Account agreement. Images of posted Items that have been converted pursuant to the National Automated Clearing House Association Rules may not be available through the Service. Bank also offers an optional service through which Customer can place stop payment orders.

3. Software Sublicense. If a software license or sublicense is required for Customer to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, including without limitation if Customer fails to comply with the Software Sublicense.

4. **Stop Payment Orders.** If Customer elects a Service through which Customer is able to place stop payment orders, Customer's rights and Bank's obligations with respect to any stop payment order will be determined in accordance with the applicable Account agreement.

5. **Survivorship.** Sections 3 and 4 will survive the termination of the Service.

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ACH ORIGINATION SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") ACH origination service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Services. The Service enables Company to originate automated clearing house ("ACH") credit and debit entries in accordance with the National Automated Clearing House Association Operating Rules and any applicable local ACH rules (collectively, the "ACH Rules"; see section 3). Company will maintain one or more deposit account(s) at Bank or Bank's affiliate (each, an "Account"), that Bank may use to process such Entries. An "Entry" is an ACH debit or credit entry issued in Company's name, and a "File" is the data file or batch release used to transmit one or more Entries to Bank. Section 6 of this Service Description describes (a) the means Bank offers to Company for transmitting Files to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Company's authorization of a File or a communication amending or canceling an Entry or File (each, a "Security Procedure"). When Bank acts with respect to an Entry as both the originating depository financial institution ("ODFI") and receiving depository financial institution ("RDFI"), as ODFI and RDFI are defined by the ACH Rules, the Entry is an "on-us Entry."

3. ACH Rules. Company (a) authorizes Bank to originate Entries on behalf of Company to Receivers' accounts; (b) agrees to be bound by the ACH Rules; and (c) agrees not to originate Entries that violate the laws of the United States. In addition, Company agrees Bank may audit Company's compliance with the Service Documentation and the ACH Rules.

4. Preparation of Entries and Files; Processing Schedules. Company will prepare each File in accordance with the ACH Rules and the guidelines Bank separately makes available to Company. Bank will process each File in accordance with Bank's then current processing schedule and any instructions regarding the date an Entry is to be settled that Company furnishes with the Entry provided (a) Bank receives the File by Bank's applicable cutoff time on a Business Day and (b) the ACH is open for business. Files will be deemed received by Bank when the transmission of the File to Bank is completed and authenticated in compliance with the Security Procedure. If Bank receives a File after Bank's applicable cutoff time or on a day when the ACH is not open for business, the File will be treated

as having been received prior to Bank's applicable cutoff time on the next Business Day on which the ACH is open for business. A "Business Day" is every day except Saturday, Sunday and federal holidays. In acting upon the Entries or processing Files, Bank may use any means of transmission, funds transfer system, clearing house or intermediary bank that Bank reasonably selects.

5. Inconsistency of Name and Number. If an Entry describes a "Receiver" (as defined in the ACH Rules), both by name and identifying number, the RDFI may pay the Entry on the basis of the identifying number, even if the number identifies a person different from the named Receiver. If an Entry describes the RDFI both by name and identifying number, Bank, a gateway operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI.

6. Initiation Methods and Security Procedures. This section lists the Initiation Methods and describes the Security Procedures Bank offers for ACH origination. Company's elections regarding Initiation Methods and Security Procedures are set forth in the Acceptance.

6.1. Commercial Electronic Office® (CEO®) Initiation Method.

The CEO® portal is Bank's electronic banking portal that is accessed via the Internet. The CEO® security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Bank's standard CEO® security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

6.2. Wells Fargo Gateway Initiation Method.

Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank originate ACH credit and/or debit Entries on behalf of Company and (b) receive periodic updates from Bank as it processes Entries for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to request ACH origination and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

6.3. Direct Origination Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

SWIFT® FileAct. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include

confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Machine-to-Machine ("M2M"). This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL).

IBM® Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Company and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Company to authenticate each File transmitted to Bank through the VAN in Company's name.

SWIFT® File Act. SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

6.5. Security Procedure Elected by Company's Third Party Service Provider.

Company is utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on Company's behalf. Bank will authenticate each File transmitted to Bank in Company's name in accordance with the security procedure the Company's TPSP has elected. Company will notify Bank of any change to Company's TPSP in a manner affording Bank a reasonable opportunity to act on the information.

6.6. Non-Standard Security Procedure.

If Company has refused to utilize any of the security procedures described above, then the Security Procedure Company will use is described on Attachment B to the Treasury Management Product Enrollment form.

7. Company's Payment Obligations. As of the applicable settlement date, Company will maintain available funds in each Account sufficient to cover the credit Entries originated against it. Company's obligation to pay Bank for each credit Entry matures when Bank transmits the credit Entry to the ACH or gateway operator or posts an on-us Entry. Bank is authorized to debit the Account for the total amount of all credit Entries originated from it at any time. If requested by Bank, Company will pay to Bank, in immediately available funds, an amount equal to all credit Entries Company originates through

Bank before the date Bank delivers the credit Entries to the ACH or gateway operator or posts an on-us Entry. If Company fails to comply with Bank's request, Bank may refuse to send the Entries to the ACH or gateway operator or post an on-us Entry. Bank may take such other actions as it deems necessary or appropriate to ensure Bank receives payment for Company's credit Entries including without limitation (a) upon notice to Company, placing a hold on funds in any account at Bank or any affiliate of Bank that Company owns in whole or in part sufficient to cover Company's credit Entries and (b) setting off against any amount Bank or an affiliate of Bank owes Company. In addition, Bank may charge the Account or any other Company account at Bank or any affiliate of Bank for any debit, correcting or reversing Entry which is later returned to Bank.

8. Provisional Credit. A credit to Company's Account for an Entry is provisional until Bank receives final settlement for the Entry. If Bank does not receive final settlement, Bank is entitled to debit Company's Account or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank for the amount of the Entry. Company will pay any shortfall remaining after such debit to Bank immediately upon demand.

9. Rejected Entries. Bank may reject an Entry or File if Company fails to comply with the terms of this Service Description. Bank will attempt to notify Company promptly so Company may cure the defect but will have no liability to Company for rejecting an Entry or File or any loss resulting from Bank's failure to provide notice. If Company requests Bank repair an Entry or File and Bank attempts to do so, Bank will not be liable if it is unable to make the requested repair. Company will pay all charges and expenses Bank incurs in connection with any repair or attempted repair.

10. Cancellation, Amendment, Reversal. Company has no right to cancel, amend or reverse an Entry or File after its receipt by Bank. If Company requests Bank cancel, amend or reverse an Entry or File, Bank may, at its sole discretion, attempt to honor such request but will have no liability for its failure to do so. Company will reimburse Bank for any expenses, losses or damages Bank incurs in effecting or attempting to effect Company's request.

11. Returned Entries. Bank will have no obligation to re-transmit a returned Entry or File to the ACH or gateway operator, or to take any further action with respect to a returned on-us Entry, if Bank complied with the terms of this Service Description with respect to the original Entry or File. Company will reimburse Bank for any returned debit Entries on the same day Company receives notice of such returned Entry.

12. Reconstruction of Entries and Files. Company will retain sufficient records to permit it to reconstruct each Entry and File it delivers to Bank for a period of five (5) Business Days after the applicable settlement date and will submit the reconstructed Entry or File to Bank upon request.

13. Audit. Company grants Bank ongoing access to Company's Files and the right to audit periodically such Files and Company's ACH processes and controls so Bank can verify Company's compliance with this Service Description.

14. Bank's Internal Risk Parameters. Bank establishes internal risk parameters to identify out-of-pattern or suspect Entries or Files and protect Company and Bank from potential losses. These parameters may include without limitation limits on debit and credit settlements on a single Business Day and/or over multiple consecutive Business Days. Bank may pend or delete an Entry or File exceeding the applicable parameters. In addition, any transaction TYPE (debit or credit) or SEC (standard entry class) as defined in the ACH Rules may, at Bank's option, be conditioned upon Bank's prior approval. Upon notice to Company, Bank may discontinue processing a TYPE and/or SEC of transactions Bank has previously processed for Company.

15. International Entries.

15.1. General. This section contains additional terms applicable when the financial institution holding the account designated to receive an Entry is in a jurisdiction ("Receiving Country") other than the United States (each, an "International Entry"). Bank will process each International Entry in accordance with (a) the laws and payment system rules of the Receiving Country (b) any agreement governing International Entries between Bank and the gateway operator through which Bank processes the International Entry, the terms of which Bank communicates to Company prior to Company's use of the Service or from time to time thereafter, and (c) the ACH Rules. If there is a conflict among these three clauses, they will govern in the order set forth in this subsection.

15.2. Credit Entries. With respect to credit Entries Bank agrees to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will convert the amount to be transferred from U.S. dollars ("USD") to the Foreign Currency at Bank's sell rate for exchange in effect on the Business Day the Entry is transmitted by Bank to the ACH or gateway operator. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, Bank will not be liable for a sum in excess of the amount of the original Entry after it has been converted from the Foreign Currency to USD at Bank's buy rate for exchange at the time the Entry is returned to Bank.

15.3. Debit Entries. With respect to debit Entries Bank agrees to originate in a Foreign Currency, Bank will convert the amount of each Entry from the Foreign Currency to U.S. Dollars at Bank's buy rate for exchange in effect on the settlement date of the Entry. If the financial institution designated to receive the Entry subsequently returns it, Bank may charge the applicable Account (or any other accounts Company owns in whole or in part at Bank or any affiliate of Bank) for the amount equal to the value of the returned Entry, after Bank has converted the Foreign Currency to USD at Bank's sell rate for exchange at the time the Entry is returned to Bank. Bank will not be liable for a sum in excess of the original amount of the Entry after conversion.

15.4. Acts or Omissions of Third Parties. Bank will not be liable for any failure or delay by a gateway operator, any intermediary financial institution, or the financial institution designated to receive the Entry in the Receiving Country in processing or failing to process any Entry Bank transmits to the Receiving Country, or for acts or omissions by a third party including without limitation the delay or failure of any third party to process, credit or debit any Entry.

16. Third-Party Sender Activities.

This section contains additional terms applicable when Company is a Third-Party Sender, as defined by the ACH Rules.

16.1. General. Prior to originating any Entry on behalf of a customer of Company and/or upon request by Bank, Company will (a) notify Bank in writing of any other financial institution Company is using to originate transactions as a Third-Party Sender and thereafter notify Bank before Company adds any new financial institution for this purpose; (b) provide Bank with the information Bank requires to enable it to understand the nature of Company's customer's business including without limitation the name, Taxpayer Identification Number, business activity and geographic location of Company's customer, and whether Company's customer is itself a Third-Party Sender, (c) timely provide Bank with information Bank requires for purposes of Bank's registration of Company or Company's customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and/or supplemental Registration information requested by Bank; (d) if specifically required by Bank, obtain Bank's written approval to initiate or continue to initiate Entries for that customer, which approval Bank may rescind upon written notice to Company; and (e) enter into a written agreement with that customer whereby that customer agrees:

16.1.1. to assume the responsibilities of an originator under the ACH Rules and to be bound by the ACH Rules as in effect from time to time;

16.1.2. ACH entries may not be initiated in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control;

16.1.3. to grant Bank ongoing access to audit it and any ACH entry that it has transmitted to Company for transmission to Bank; and

16.1.4. Bank may at any time refuse to process an ACH entry for that customer.

16.2. Updates to Registration Information. Company will timely notify Bank of any changes to information provided by Company in connection with Bank's Registration of Company or Company's customer as a Third Party Sender.

16.3. Representations and Warranties. Company represents and warrants to Bank Company (a) has conducted due diligence with respect to each customer of Company for which Company is originating transactions through Bank and determined that each such customer is engaged in a legitimate business and that the type, size and frequency of transactions that each such customer is originating is normal and expected for the customer's type of business; and (b) will, in accordance with reasonable commercial standards, monitor each customer's business and transactions on an ongoing basis and notify Bank promptly if Company identifies any unusual activity by Company's customer.

17. Perfect NOC Service. This section contains additional terms applicable to Bank's Perfect NOC Service. Bank maintains a database of Notifications of Change (each, a "NOC") that Bank receives and uses this database to update Company's Entries in accordance with the Service options Company selects from time to time. Bank will notify Company of each NOC Bank receives in connection with Company's Entries.

18. Smart Decision Service. This section contains additional terms applicable to Bank's Smart Decision Service. Bank will process for credit to the Account specified by Company checks and other instruments payable to Company (each, an "Item") that Company delivers to Bank. Company will use the depository channels through which Bank offers the Service including electronic channels and other channels specified by Bank through which Bank accepts Items for processing. When Company uses electronic depository channels, Company transmits an "Electronic File" to Bank that includes electronic images of Items (each, an "Electronic Image") and other information regarding Items in the Electronic File. Each Business Day, Bank processes Company's Electronic File and other Items according to the processing criteria Bank has on file for Company, the issuer of an Electronic Image or Item, and Bank (each, respectively, a "Company Preference," an "Issuer Preference," or a "Bank Preference.") Based on these Preferences, Bank will (a) convert each eligible Electronic Image and Item to an ACH debit Entry on the deposit account on which it was drawn; (b) process remaining Electronic Images in accordance with Bank's separate Service Documentation governing the electronic depository channel Company used to deliver the Electronic Image to Bank; or (c) process remaining Items in accordance with Bank's Commercial Account Agreement. If a Company Preference or an Issuer Preference conflicts with a Bank Preference, Bank will follow the Bank Preference.

19. MICR-Split Processing Service. This section contains additional terms applicable to Bank's MICR-Split Processing Service. If Bank determines that an RDFI for a debit Entry initiated by Company is not an ACH participant (or as otherwise reasonably determined by Bank as appropriate), Customer authorizes Bank to issue a preauthorized check ("PAC") using the debit Entry data provided by Company. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in Company's Account, but do not contain the signature of the Receiver.

20. Warranties.

20.1. General. Company acknowledges Bank makes certain warranties under the ACH Rules and other applicable law with respect to each Entry. Company will reimburse Bank for any loss Bank incurs, including Bank's reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty made by Bank in connection with any Entry Bank originates upon the instructions received from Company, except to the extent that the loss resulted from Bank's own gross negligence or intentional misconduct.

20.2. Smart Decision Service. If Company subscribes to Bank's Smart Decision Service, Company warrants Company (a) will transmit to Bank only Electronic Images that are suitable for processing, including, but not limited to, Electronic Images that are legible and contain machine-readable MICR data; (b) will not deposit to the Account or otherwise negotiate any original Paper Item from which Company has previously created and submitted to Bank an Electronic Image, unless Bank has notified Company the Electronic Image is not legible or contains MICR data that is not machine readable; and (c) will comply with the ACH Rules and Regulation E at all times Bank provides the Service.

20.3. MICR-Split Processing Service. If Company uses Bank's MICR-Split Processing Service, Company warrants that (a) Company has obtained the appropriate authorization from each person owning or holding the account shown in the debit Entry data delivered by Company to Bank, and such authorization will be operative at the time of Bank's issuance of the PACs; and (b) Company is not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

21. Indemnification. Company acknowledges Bank indemnifies certain persons under the ACH Rules. Company agrees to reimburse Bank for any loss Bank incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the loss resulted solely from Bank's own gross negligence or intentional misconduct. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description.

22. Termination. In addition to the termination provisions contained in the Master Agreement, Bank may terminate the Services immediately upon notice to Company if Bank determines in its sole discretion: (a) the number of returned debit Entries originated under this Service Description is excessive; or (b) Company has breached a warranty provided under the ACH Rules or this Service Description or otherwise failed to comply with the ACH Rules.

23. Survival. Sections 4, 5, and 7-21 will survive termination of the Services.

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WIRE TRANSFER SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Wire Transfer service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Customer uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. Description of the Service. The Service enables Customer to instruct Bank to transfer funds by wire. Customer agrees to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of the transaction. In this Service Description, an instruction to Bank (including any communication cancelling or amending an instruction) in Customer's name to transfer funds from Customer's account at Bank or Bank's affiliate (each, an "Account") is a "Payment Order." Section 5 of this Service Description describes (a) the means Bank offers to Customer for transmitting Payment Orders to Bank (each, an "Initiation Method") and (b) the means Bank will use to verify Customer's authorization of a Payment Order or a communication amending or canceling a Payment Order (each, a "Security Procedure").

3. Preparation of Payment Orders; Processing Schedules. Customer will prepare each Payment Order in accordance with guidelines Bank separately makes available from time to time. Bank will execute each Payment Order in accordance with Bank's then current processing schedule and any instructions Customer furnishes with the Payment Order regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by Bank when Bank has verified it in compliance with the Security Procedure. If Bank receives a Payment Order after Bank's applicable cutoff time on any Business Day, Bank will treat the Payment Order as having been received prior to Bank's applicable cutoff time on Bank's next Business Day. "Business Day" means a day (other than a Saturday or Sunday) on which the applicable branch or subsidiary of Bank is open for general business in the country or jurisdiction in which the Account is maintained. When used in connection with funds transfer services, "Business Day" means each day on which Bank or the Bank office providing or facilitating the service is open for business related to that service.

4. Inconsistency of Name and Number. If a Payment Order describes the person to receive the funds that are the subject of the Payment Orders both by name and identifying number, Bank may execute the Payment Order solely on the basis of the identifying number, even if the number identifies a person different from the named person. If a Payment Order describes a financial institution both by name and identification number, the identification number may be solely relied upon to identify the financial institution, even if the identification number refers to a financial institution other than the named financial institution.

5. Initiation Methods and Security Procedures. This section lists the Initiation Methods and Security Procedures Bank offers for wire transfers. The availability of certain Initiation Methods and Security Procedures may vary by jurisdiction. Customer's elections regarding Initiation Methods and Security Procedures is/are set forth in the Acceptance.

5.1. Voice Initiation Method.

Bank's voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders.

5.1.1. Telephone Verification Service. If Bank receives a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, Bank will make one attempt to telephone person(s) designated by Customer on the most current setup form for Customer in Bank's records to verify the Payment Order. If Bank is unable to complete the call, Bank will not process the Payment Order.

5.2. *CEO* Portal Initiation Method.

The *CEO* portal is Bank's electronic banking portal that is accessed via the Internet. Authorized users may access Bank's *CEO* Internet Wire Transfer Service through the *CEO* portal. *CEO* security procedures include log-on credentials specified by Bank (that may include a Customer ID, user ID and password) and any other authentication or authorization process Bank requires from time to time. Bank will use the *CEO* security procedures to authenticate each Payment Order received through the *CEO* portal in Customer's name.

5.3. Direct Origination Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https) FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to Bank in Customer's name.

IBM® - Sterling Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Company.

5.4. Payment Manager® Initiation Method.

Secure Application File Exchange Transmission ("SAFE-T"). This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that Bank uses to authenticate each Payment Order transmitted to

Bank in Customer's name.

Machine-to-Machine ("M2M"). This transmission method uses an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages. Data is communicated via the Internet using 128-bit encryption and Secure Socket Layers (SSL). Bank uses digital certificates to authenticate each Payment Order transmitted to Bank in Customer's name.

IBM® - Sterling Connect:Direct® with Secure Plus+. Secure Plus+ is an add-on to Connect:Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect:Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN"). With this transmission method, a third party serves as an intermediary for transmitting data between Customer and Bank. Procedures for transmitting Payment Orders may vary by VAN. Bank follows the procedures of the VAN selected by Customer to authenticate each Payment Order transmitted to Bank through the VAN in Customer's name.

5.5. Wells Fargo Gateway. Through the Wells Fargo Gateway, Company accesses a Bank-owned Application Programming Interface ("API") to securely (a) request that Bank execute Payment Orders on behalf of Company and (b) receive periodic updates from Bank as it processes Payment Orders for Company. The Gateway uses tokenized transmission methods for direct communication between Company's internal payment system(s) and Bank's payment system. The Gateway security procedures require digital authentication of Company and Bank using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process Bank may require from time to time. Company's tokens, API keys, digital certificates, and Company's instruction to Bank do not identify an individual user initiating any request through the Gateway. Bank validates only that Company is authorized to issue Payment Orders and receive periodic updates via the Gateway, not whether a particular user is authorized to initiate the request.

5.6. SWIFT® Initiation Method.

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

5.7. Non-Standard Security Procedure.
If Customer has refused to utilize any of the security procedures described above, then the Security Procedure Customer will use is described on Attachment B to the Acceptance.

6. Authorization to Pay. Customer authorizes Bank to (a) execute any Payment Order Bank verifies in accordance with the applicable Security Procedure and (b) debit the account specified in the Payment Order (and if no account is specified, the Account or any other account of

Customer at Bank or an affiliate) even if a debit results in an overdraft on the execution date. Customer will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

7. **Customer's Duty to Report Erroneous or Unauthorized Transfer Instructions.** Customer will exercise reasonable care to determine whether a Payment Order accepted by Bank was either erroneous or not authorized and to notify Bank of the relevant facts within a reasonable time not exceeding 14 days after Customer receives notification from Bank that the Payment Order was accepted or that the Account was debited with respect to the Payment Order, whichever is earlier. Customer will be liable to Bank for the loss Bank incurs as a result of Customer's failure to act insdf accordance with this section.

8. **Rejected Payment Orders.** If a Payment Order is rejected for any reason Bank will attempt to notify Customer promptly so Customer may cure the defect but will have no liability to Customer for a rejected Payment Order or any loss resulting from Bank's failure to provide notice.

9. **Cancellation, Amendment, Reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by Customer, except Bank may, at Customer's request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

10. **Drawdown Requests.** A "drawdown request" is an instruction from Customer to another depository institution to debit (a) an account at that institution and transfer the funds to Bank (each, an "outgoing drawdown request") or (b) the Account and transfer the funds to that institution (each, an "incoming drawdown request"). In this Service Description, "Payment Order" includes drawdown requests. Bank may execute an incoming drawdown request that conforms with instructions it receives through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided such instructions are not inconsistent with instructions Customer separately provides in writing. The authority to execute the incoming drawdown request will continue until Bank receives express written notice from Customer that such authority is revoked.

11. **Limitation of Bank's Liability.** If Bank executes Customer's Payment Order by sending instructions to another financial institution, Bank may send the payment order by any transmission method and by any route Bank in its sole discretion considers reasonable. Bank will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after Bank has received confirmation of the effective cancellation of the Payment Order and Bank is in free possession of the funds debited or earmarked in connection with the Payment Order. If Bank is notified it did not transfer the full amount stated in a Payment Order, Bank's sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency. If Bank executes a Payment Order in excess of the amount stated in the Payment Order, to the extent Customer does not receive the benefit of the Payment Order, Bank will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, Bank will be liable for the amount of interest Customer has lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, Bank's liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth Bank's complete liability for a Payment Order issued or received under this Service Description.

12. **Survival.** Sections 4, 5, 6, 7, 8, 9, 10, 11 and 12 will survive the termination of Services.

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INTERMEDIARY BANK FUNDS TRANSFER SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Intermediary Bank Funds Transfer service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Services. This Service Description governs payment orders Bank receives via Fedwire for which Company is either an originating or intermediary bank and for which Bank is being requested to act as an intermediary bank (each a "Payment Order"). A Payment Order may include specific instructions to Bank to process the Payment Order as an outgoing funds transfer. Unless otherwise instructed, each Payment Order executed by Bank will be by means of a payment order denominated in U.S. dollars, even if the Payment Order received by Bank includes instructions Bank understands to indicate the Payment Order is a part of an international funds transfer. If so instructed, Bank will, before executing a Payment Order involving an international funds transfer, convert the amount of the Payment Order from U.S. dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") in accordance with section 6 of this Service Description.

3. Authentication of Payment Orders. Payment Orders will be authenticated by Bank in accordance with such procedures as may be established from time to time to authenticate payment orders received from a Federal Reserve Bank.

4. Service Fees. For each Payment Order executed by Bank, Company agrees to pay Bank the service fee described in documentation that has been separately provided to Company (the "Service Fee"), receipt of which is hereby acknowledged, and any taxes applicable to the services provided hereunder, however designated, exclusive of taxes based on Bank's net income.

5. **Service Fees – Method of Payment.** Company will pay the Service Fees in accordance with the option selected below **(check one)**:

☐ **Fees deducted from funds transfer.** The Service Fee will be paid by Bank reducing the amount of funds to be transferred in connection with each Payment Order by the amount of the Service Fee. Company agrees that Bank will be entitled to be paid the full amount of the Payment Order, notwithstanding the fact that the amount of the payment order issued by Bank in execution of that Payment Order is reduced by the amount of the Service Fee.

☐ **Fees deducted from funds transfer – with rebate.** The Service Fee will be deducted from each Payment Order in accordance with the pricing option labeled "Fees deducted from funds transfer." A portion of the Service Fee, as specified by Wells Fargo, will be rebated to Company. The rebate will be paid by a single credit to an account Company maintains with Bank on the last Business Day of each month for the aggregate amount due Company in connection with the Payment Orders executed by Bank during that month. A "Business Day" is a calendar day other than a Saturday, Sunday or federal holiday on which Bank is open to the public for carrying on substantially all of its banking functions.

☐ **Fees charged to Company.** Bank will separately charge Company for the Service Fee for processing each Payment Order. The Service Fees will be paid by Company as a part of Company's account analysis.

***Indemnification*.** If Company elects to pay the Service Fees under either the option entitled "Fees deducted from funds transfer" or the option entitled "Fees deducted from funds transfer – with rebate," Company agrees to indemnify and hold harmless Bank, its employees, officers, directors and agents from any and all debts, claims, demands, actions, proceedings, judgments, losses, damages, attorney's fees, payments, expenses and liabilities whatsoever which arise directly or indirectly by reason of the payment method selected hereunder.

6. **International Funds Transfers To Be Denominated In Foreign Currency.** Company may request that, prior to executing a Payment Order as part of an international funds transfer, Bank convert the amount to be transferred from U.S. dollars to the designated Foreign Currency. The conversion will be at Bank's applicable sell rate for exchange in effect on the date the Payment Order is executed by Bank. If the beneficiary's bank does not pay the beneficiary and the Payment Order is payable in Foreign Currency, Bank will not be liable for a sum in excess of the value of the Payment Order, less any fees that may have been deducted pursuant to the provisions of Section 4 of this Agreement, after it has been converted from Foreign Currency to U.S. dollars at Bank's buy rate for exchange at the time the cancellation of the Payment Order is confirmed by Bank.

7. **Reports.** If Company elects the payment option titled "Fees deducted from funds transfer – with rebate," Bank will provide Company with a monthly report detailing the activity related to the Payment Orders executed by Bank during the preceding month.

8. **Form and Format.** Each Payment Order will be in a form and format that is in accordance with Bank's then-current instructions to Company.

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INFORMATION REPORTING and IMAGE DELIVERY SERVICE DESCRIPTION

WELLS FARGO

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") information reporting and image delivery ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services, Treasury Management Product Enrollment form, or other product enrollment form acceptable to Bank (each, "Acceptance");

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Customer uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Bank's *CEO* portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

2. Description of Services. Through the Service, Bank makes available to Customer data regarding transactions on and/or images of Items posted to (or other instruments processed through) deposit account(s) at Bank that Customer enrolls in the Service (each, "Account"). The data and images are referred to collectively in this Service Description as "information." The methods used to make information available to Customer include without limitation BAI File Transfer, Bank's *CEO* portal, physical media (CD-ROM and DVD), transmission, Machine- to-Machine ("M2M"), and an Application Programming Interface ("API") through Bank's Gateway. Depending on the Service Customer elects, the information may include images of items or other instruments (a) posted to or processed through the Account; (b) cashed or collected by Bank or accepted for deposit to the Account; and (c) returned unpaid to the Account. "Item" is defined in Customer's Account agreement. Images of posted Items that have been converted pursuant to the National Automated Clearing House Association Rules may not be available through the Service. Bank also offers an optional service through which Customer can place stop payment orders.

3. Software Sublicense. If a software license or sublicense is required for Customer to access the Service ("Software Sublicense"), Bank will make the terms of the Software Sublicense available to Customer as part of the set up process for the Service. Customer will be required to accept the Software Sublicense before being allowed to access the Service. Bank may terminate any Service requiring use of a Software Sublicense immediately on written notice to Customer, including without limitation if Customer fails to comply with the Software Sublicense.

4. **Stop Payment Orders.** If Customer elects a Service through which Customer is able to place stop payment orders, Customer's rights and Bank's obligations with respect to any stop payment order will be determined in accordance with the applicable Account agreement.

5. **Survivorship.** Sections 3 and 4 will survive the termination of the Service.

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ACCOUNT RECONCILIATION PLAN SERVICE
SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Services. Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.

3. Issued Check Information. If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses,Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.

4. Stop Payment Orders. If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

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POSITIVE PAY SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Positive Pay services (each, a "Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Service. The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 10). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconcilement Plan ("ARP") Service is required.

3. Service Options. Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as

specified in the Exceptions Report. Each discrepancy is an "Exception," and each Check with a discrepancy is an "Exception Item." Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.

3.1. Perfect Presentment® Positive Pay. Bank electronically compares a Check to Company's Check Issue Data prior to posting the Check to Company's Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank's Controlled Disbursement Service.

3.2. Positive Pay and Positive Pay Only. Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank's ARP Service is not required for Positive Pay Only.

4. Payee Validation. In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee's name on each Check exceeding the dollar amount established by Bank (the "Payee Validation threshold") to the payee's name in Company's Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company's Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee's name on the Check in Company's Check Issue Data; (d) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee's name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee's name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee's name because Company has (x) truncated the payee's name in Company's Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank's Customer Guidelines for the Service).

5. Check Issue Data. The "Check Issue Data" for any Check is the Check's complete serial number and numeric amount, and if Company has selected Payee Validation, the payee's name (or truncated name). As detailed in Bank's User Guide for the Service, a "truncated name" is the portion of a payee's name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.

6. Payment of Matching Checks. If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 13).

7. Notification of Exception Item; Image of Exception Item.

7.1. Electronic Comparison. When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's *Commercial Electronic Office® (CEO®)* portal.

7.2. Manual Review. When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.

7.3. Holdover Exception Items. This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.

7.4. Image of Exception Item. Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.

8. Default Options. A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).

9. Company's Instructions to Bank; Failure to Instruct By Decision Deadline.

9.1. Company's Pay or Return Decision. Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.

9.2. Instructions Prior to Decision Deadline. If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the *CEO®* portal, Company will use the *CEO®* portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.

9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

10. Directly-Presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks. Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no

liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.

13. Bank's Right to Return Checks. Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.

14. Survival. Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

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ACCOUNT RECONCILIATION PLAN SERVICE
SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Account Reconciliation Plan service ("Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Services. Bank's ARP Services enable Company to use Bank to (a) store information about Items Company issues on demand deposit accounts that Company enrolls in the Services (each, an "Account"); and (b) process the information in accordance with the Service option(s) that Company elects during the set up process for the Services and from time to time thereafter. Bank's User Guide for the Services details the Service options. "Item" is defined in Bank's Commercial Account Agreement.

3. Issued Check Information. If Company elects Bank's full ARP Service, each Business Day prior to the cutoff time Bank separately discloses,Company will provide Bank with the issue date, serial number and dollar amount of each Item Company issues on the Account ("Issued Check Information") using the communication channel(s) Company elects. If Company elects Bank's Deposit Location Reporting Service, Company will provide Bank with a list of Company's location numbers and names and may amend the list from time to time by notifying Bank in writing.

4. Stop Payment Orders. If Company uses the Service to place a stop payment order on any Item, Company understands that (a) Bank's Commercial Account Agreement governs the stop payment order; (b) each stop payment order is subject to Bank's verification that the Item described in the stop payment order has not been paid; and (c) this verification may occur a minimum of ninety (90) minutes after the time Company transmits the stop payment order to Bank.

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POSITIVE PAY SERVICE DESCRIPTION

1. Introduction. The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") Positive Pay services (each, a "Service") and includes:

(a) this Service Description;

(b) the Acceptance of Services or Treasury Management Product Enrollment form;

(c) the Master Agreement for Treasury Management Services ("Master Agreement");

(d) the account agreement governing the account(s) Company uses in connection with the Service; and

(e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office*® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. Description of Service. The Service enables Company to instruct Bank to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to Bank for payment on the deposit account(s) at Bank that Company enrolls in the Service (each, an "Account"). Each Business Day, Bank electronically compares the serial number and numeric amount of each Check presented to Bank for payment before Bank's separately-disclosed cutoff time on the prior Business Day to Company's Check Issue Data (see section 5). In accordance with section 7, Bank will notify Company of each Check that does not match Company's Check Issue Data (each, an "Exception Item") and will pay or return each Exception Item in accordance with this Service Description. Bank separately reviews each "directly-presented Check" (see section 10). "Check" refers to each check presented for payment on Company's Account, whether it is counterfeit, not validly issued, altered or validly issued by Company. A "Business Day" is every day except Saturdays, Sundays, and federal holidays. Except as otherwise provided in this Service Description, enrollment in Bank's Account Reconcilement Plan ("ARP") Service is required.

3. Service Options. Company may enroll an Account in one of two options of the Service. The Service options differ based on (a) when Bank electronically compares a Check to Company's Check Issue Data (before or after posting the Check to Company's Account); (b) Bank's handling of errors on Checks; (c) the content of Bank's report to Company of discrepancies between a Check and Company's Check Issue Data ("Exceptions Report"); and (d) the time by which Company must notify Bank of Company's pay or return decision ("Decision Deadline"), as

specified in the Exceptions Report. Each discrepancy is an "Exception," and each Check with a discrepancy is an "Exception Item." Bank reserves the right to determine the nature of the review it performs of any Check based on the channel through which Bank receives the Check and other criteria Bank establishes from time to time.

3.1. Perfect Presentment® Positive Pay. Bank electronically compares a Check to Company's Check Issue Data prior to posting the Check to Company's Account. Each Check with error(s) that Bank can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Items. This option is offered only on an Account enrolled in Bank's Controlled Disbursement Service.

3.2. Positive Pay and Positive Pay Only. Bank electronically compares a Check to Company's Check Issue Data after posting the Check to Company's Account. Bank then reviews each Exception Item, and reverses and reposts each Exception Item with error(s) that Bank can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Items. Enrollment in Bank's ARP Service is not required for Positive Pay Only.

4. Payee Validation. In addition to performing the electronic comparison described in section 2, Bank electronically compares the payee's name on each Check exceeding the dollar amount established by Bank (the "Payee Validation threshold") to the payee's name in Company's Check Issue Data. Bank will not perform this electronic comparison or any other Payee Validation review on a Check that is less than the Payee Validation Threshold. If there is a discrepancy between the two names that is not within parameters Bank establishes, Bank will (a) include the Check as an Exception Item in Company's Exceptions Report (and the discrepancy will constitute an Exception), or (b) manually review the Check. Bank will not perform Payee Validation with respect to a Check if (c) Company fails to include the payee's name on the Check in Company's Check Issue Data; (d) Bank does not receive Company's Check Issue Data for the Check before the cutoff time Bank separately discloses; or (e) Company requests Bank add the payee's name manually to Check Issue Data Company has previously provided to Bank. Bank will reimburse Company for the face amount of any Check under the Payee Validation threshold Bank pays if Company notifies Bank it has incurred a loss as a result of an unauthorized alteration of the payee's name on the Check, except if the Check with the unauthorized alteration is hand-written or if Bank fails to identify an alteration or other exception in the payee's name because Company has (x) truncated the payee's name in Company's Check Issue Data, or (y) elected to use customized zone formatting (as detailed in Bank's Customer Guidelines for the Service).

5. Check Issue Data. The "Check Issue Data" for any Check is the Check's complete serial number and numeric amount, and if Company has selected Payee Validation, the payee's name (or truncated name). As detailed in Bank's User Guide for the Service, a "truncated name" is the portion of a payee's name Company includes in its Check Issue Data based on the option it has elected from the options for truncation Bank offers. Each Business day not later than the cutoff time Bank separately discloses, Company will provide Bank with the Check Issue Data for all issued Checks in the format, through the medium, and at the place(s) Bank specifies. Company will not distribute any Check before it has included the Check in the Check Issue Data it has provided to Bank. In performing the Service, Bank will use only the Check Issue Data Company provides to Bank. Bank will not electronically or manually compare a Check with an issue date after the current Business Day against the Checks presented for payment on the Account until the issue date contained on Company's future-dated Check register matches the current Business Day's calendar date. Bank will not accept Check Issue Data containing an issue date more than forty-five (45) calendar days in the future.

6. Payment of Matching Checks. If a Check presented to Bank matches the Check Issue Data Company has provided to Bank (a "Matching Check"), Bank will make final payment on the Check and charge the Check to Company's Account (subject to section 13).

7. Notification of Exception Item; Image of Exception Item.

7.1. Electronic Comparison. When Bank identifies an Exception Item through its electronic comparison process, Bank notifies Company of the Exception Item through the Exceptions Report Bank makes available to Company via Bank's *Commercial Electronic Office® (CEO®)* portal.

7.2. Manual Review. When Bank manually reviews a Check in accordance with section 4 and identifies a payee name discrepancy, Bank will use its best efforts but in no event make more than one attempt to notify Company of the discrepancy by telephoning Company at the number Bank has on file for Company.

7.3. Holdover Exception Items. This subsection applies when Company has enrolled its Controlled Disbursement Account in Bank's Perfect Presentment Positive Pay Service. A "Holdover Exception Item" is an Exception Item Bank identifies after Bank prepares and transmits the Exceptions Report to Company. Bank will use its best efforts but in no event make more than one attempt to notify Company of each Holdover Exception Item by telephoning Company at the number Bank has on file for Company.

7.4. Image of Exception Item. Bank will use reasonable efforts to provide an image of any Exception Item (including a Holdover Exception Item) to Company, but Bank will have no liability if Bank is unable to do so prior to Company's Decision Deadline.

8. Default Options. A "Default Option" is the action Bank takes with respect to each Exception Listed in the Exceptions Report (see subsection 7.1) if Company does not instruct Bank to pay or return it before the Decision Deadline applicable to it (see subsection 9.3). Bank offers two Default Options: (a) "Return", under which Bank returns the Exception Item to the bank of first deposit marked "refer to maker" even if Company validly issued the Exception Item (and does not charge it to Company's Account); or (b) "Pay", under which Bank charges the Exception Item to Company's Account (even if it is counterfeit, altered or not validly issued).

9. Company's Instructions to Bank; Failure to Instruct By Decision Deadline.

9.1. Company's Pay or Return Decision. Company will make its pay or return decision based on the information about the serial number and amount of the Exception Item in the Exceptions Report, and if Company has elected Payee Validation, on any payee information Bank provides to Company.

9.2. Instructions Prior to Decision Deadline. If, prior to Company's Decision Deadline, Company instructs Bank to pay or return an Exception Item, Bank will follow Company's instructions (subject to section 13). For each Exception Item, Company will use the same communications channel to instruct Bank that Bank used to notify Company of the Exception Item. If Bank included the Exception Item on the Exception Report Bank makes available to Company via the *CEO®* portal, Company will use the *CEO®* portal to communicate its instruction regarding the Exception Item to Bank. If Bank attempted to contact Company by telephone, Company will telephone Bank to communicate its instruction.

9.3. No Instructions Prior to Decision Deadline. If Company does not instruct Bank prior to Company's Decision Deadline with respect to an Exception Item described in subsection 7.1, Bank will process the Check in accordance with Company's Default Option. If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding an Exception Item described in subsection 7.2, Bank will return the Exception Item unpaid (regardless of Company's Default Option). If Bank is unable to obtain Company's instructions prior to the Decision Deadline regarding a Holdover Exception Item described in subsection 7.3, Bank will process the Holdover Exception Item in accordance with Company's Default Option.

10. Directly-Presented Checks. A "directly-presented Check" is a Check Bank receives for deposit or encashment at a Bank branch or through a depository channel that may present higher risk as Bank determines in its sole discretion from time to time. The risk is Bank may be required to make proceeds from a directly-presented Check available before Company could review and timely decision Bank's Exceptions Report on which Bank would identify the directly-presented Check as an Exception Item. When Company's Check Issue Data on file with Bank does not include a directly-presented Check at the time Bank receives the Check, Bank will (a) take those steps as Bank, in its sole discretion, determines are commercially reasonable to review and accept the Check for deposit or encashment, or (b) refuse to accept the Check for deposit or encashment. Bank may vary these steps depending on the channel through which Bank receives a directly-presented Check. Company may instruct Bank to exclude all directly-presented Checks from this process, in which event each directly-presented Check will be deemed to be a Matching Check, even if it is not included in Company's Check Issue Data on file with Bank at the time Bank receives it for deposit or encashment.

11. Limitation of Liability and Indemnification. Bank will pay each Check Company has authorized Bank to pay in accordance with this Service Description (including each Matching Check) and each Check Company is deemed to have authorized Bank to pay (including each Check Bank pays in accordance with Company's Default Option) without performing any Check verification procedure other than those procedures described in this Service Description. Bank will have no liability for paying a Matching Check or an Exception Item Company is deemed to have approved if (a) there is an alteration in its serial number or amount; (b) it is counterfeit, bears a forged or unauthorized signature; or (c) it was otherwise not validly issued. Each Check that Bank pays in accordance with this Service Description will be deemed properly payable, and each Check that Bank returns in accordance with this Service Description will be deemed not to be properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, Company (i) indemnifies and holds Bank harmless from any and all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) that Bank may suffer or incur as a result of Bank's payment or return of a Check at Company's instruction or otherwise in accordance with sections 9 or 10 of this Service Description, and (ii) releases and forever discharges Bank from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which Company has, or claims to have against Bank relating to the payment or return of any Check in accordance with this Service Description.

12. Stop Payment; Cancel and Void Instructions; Stale-Dated Checks. Company will not use the Service as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to stop payment on a Check that was validly issued. Company will use (a) a cancel instruction only to delete an outstanding Check included in its Check Issue Data and (b) a void instruction only to notify Bank that a Check included in Company's Check Issue Data has been destroyed and will not be re-issued. Bank will have no

liability for failing to follow Company's cancel or void instruction for any Check on which Bank has made final settlement. If Company elects to use Bank's "stale-dated" feature, Bank will return each Matching Check other than a directly presented Check that is stale-dated unless Company instructs Bank to pay the Check. A Check is "stale-dated" when it is a Matching Check with an issue date exceeding the number of months Company elects as its stale date.

13. Bank's Right to Return Checks. Nothing in this Service Description will limit Bank's right to return any Check that Company has authorized Bank to pay in accordance with this Service Description if Bank determines (a) the Check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance), or (b) there are insufficient collected and available funds in the Account to pay the Check. As between Company and Bank, any determination by Bank not to pay a Check will not constitute wrongful dishonor of such Check.

14. Survival. Sections 4, 5, 7, 9, 10, 11 and 13 will survive termination of the Service.

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PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-12

PREPARED BY: Jarra Kaczwara — Sr. Director, Business Development & Communications — September 20, 2018

SUBJECT: **SSI Lubricants, LLC**
Amended & Restated Lease - Maritime Office Complex

BACKGROUND:

- Commencement date will be moved from September 1 to October 1, 2018.
- SSI will be provided a 4th renewal option for 3-years.
- If option is exercised, SSI will be responsible for the cost of all improvements to the leased and option space.
- Once SSI has completed their tenant improvement and the glass walls (whether full or partial) have been erected, creating a conference room and two offices, the Port will have Trane come into the space and attempt to balance the air flow in these three spaces. If this is not attainable, SSI will be responsible for handling any alterations necessary for such air flow as they require.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: No September rent due to one-month delay in commencement

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RECOMMENDATION: Motion to Approve the SSI Lubricants, LLC Amended & Restated Lease for the Maritime Office Complex and authorize execution by the Executive Director.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

AMENDED AND RESTATED
LEASE
(Maritime Office Complex)

~~**THIS LEASE** is entered into as of the July ___, 2018,~~This Amended and Restated Lease is dated September ___, 2018 and amends and restates in its entirety that certain lease dated July 19, 2018 by and between Port of Palm Beach District, a special taxing district of the State of Florida, hereinafter called the "Lessor," having an address of 1 East 11th Street, Riviera Beach, Florida 33404 and a fax number of (561-842-4240) and ~~SSI Lubricants, LLC, a Florida Limited Liability Company,~~SSI Lubricants, LLC, a Florida Limited Liability Company, hereinafter called the "Lessee", having an address of One East 11th Street, #422, Riviera Beach, FL 33404.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Lessor does lease unto said Lessee, and said Lessee does hereby hire and take as Lessee the demised premises ("Premises") upon the following terms:

A. PREMISES: 3,529 square feet of office space, as set forth on EXHIBIT A, attached hereto.

B. COMMENCEMENT DATE: The Commencement Date hereunder shall be ~~September 1, 2018,~~October 1, 2018, regardless of the date on which Lessee shall complete its improvements, if applicable.

C. TERMINATION DATE: Three (3) calendar years from Commencement Date, at midnight, subject to renewals, if provided for herein.

D. ANNUAL RENT: Rent for the Initial three year term of this Lease shall be fixed at Eighteen Dollars and Forty-Five Cents ($18.45), per square foot annually (the "Base Rent"), payable monthly, in advance, on the first day of each month beginning with the Commencement Date, at the offices of Lessor. The Base Rent and all other amounts payable by Lessee hereunder shall bear sales tax to be paid by Lessee. All other charges shall be in accordance with the then current Tariff of the Port of Palm Beach District.

E. RENT CREDIT: Lessee is taking the Premises as-is, and shall be responsible for putting the Premises into useable condition. In exchange for Lessee putting the Premises into useable condition (the "Lessee's Improvements), Lessee shall receive a one-hundred percent (100%) credit against all Base Rent otherwise payable for the first three months of the Initial Term, however, all additional expenses required to be paid by Lessee hereunder, such as monthly real estate tax escrow payments, shall not be waived during this three month period. When Lessee has completed the Lessee's Improvements, Lessor shall replace the ceiling tiles and light fixtures in both Rooms 419-422 and in the kitchenette~~, and Lessor shall also construct a dividing wall between the Premises and Suite 400~~.

F. IMPROVEMENTS BY LESSOR: Lessor at its cost, shall complete a wall between Premises and the Option Space, described in Paragraph H, below. This work must be completed by October 15, 2018.

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G. INTERIOR WORK: When the work described in Paragraph F is completed, and after Lessee has completed the creation of a conference room and two offices with glass walls (whether full or partial) Lessor will attempt (through only service work to the existing system, and without the requirement of any improvements to the system, i.e. without the requirement of any new equipment, e.g. duct work, thermostats or baffles) to balance the air flow in the three spaces created. If the attempt is unsuccessful, Lessee shall be responsible for the cost of making any changes required, shall use the Lessor's contractor and pay the cost of same, without rent credit or reimbursement.

~~F.~~H. OPTION FOR SUITE 400~~:~~ ("Option Space"): Lessee shall have the option, during the Initial Term only, to add Suite 400 to the terms of this Lease, at the same per square foot rental and other terms of this Lease; provided, this option shall terminate sooner in the event that Lessor gives Lessee thirty days written notice that Lessor has another tenant for Suite 400 and provides a term sheet for the offer ("Third Party Offer"), and Lessee fails to exercise its option within said thirty day period, and further, Lessee must add the Suite at the same per square foot rate and annual rent adjustments as are contained in the Third Party Offer, but the other terms of the Third Party Offer shall not be applicable. Furthermore, upon Lessee's exercise of the option, Lessee shall be entitled to a maximum of three (3) additional parking spaces. Upon exercise of the option by Lessee, Lessor shall have, at Lessor's election, the right to delay delivery to Lessee of possession of Suite 400 for up to 60 days from Lessee's notice of exercise. Notwithstanding the foregoing, Lessor shall have the right to grant temporary use of all or portions of Suite 400 to others during the term of the option, provided that Lessor shall include in such agreements for use, the obligation of the user to vacate the Suite upon thirty (30) days written notice. . Lessee shall inspect the Option Space prior to exercising its option, and if Lessee exercises its option, Lessee agrees to accept the Option Space in its then as-is condition and Lessee shall be solely responsible for the cost of any improvements, and the cost shall not be reimbursed by Lessor by rent credit or otherwise.

~~G.~~I. USE: The Premises shall be used and occupied by the Lessee only for use as office space. Notwithstanding the fact that Section 1 of this Lease prohibits assignment and subletting, it shall not be considered an assignment or subletting if Lessee, enters into arrangements with one or more third parties for such third parties to make use of offices within the Premises under the following conditions and limitations:

a. Any such arrangement shall be subject to termination on 15 days' notice by Lessee.

b. All such third parties must meet security requirements of the Lessor.

c. All such third- party arrangements shall be in accordance with the use limitations of this Paragraph ~~G~~I.

d. The aggregate square footage to be used by third parties shall not exceed 15% of the total square footage leased hereunder, and there shall not be more than 5 additional parties authorized at any time to access the Premises as a result of all such arrangements.

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e. The right for Lessee to enter into additional arrangements shall terminate on the first to occur of (i) the option rights granted to Lessee under Paragraph H hereof have expired, or (ii) Lessee having exercised its option rights under Paragraph H.

f. Lessee shall indemnify Lessor for losses suffered by Lessor as a result of the actions of said third parties and their invitees.

g. All third party arrangements shall show the use for which the third party is permitted to use the area allocated to them, and shall be terminable on fifteen days notice from Lessee. Lessor shall, upon request, have the right to review and approve any intended third party arrangement prior to Lessee entering into the arrangement. In the event that Lessor shall not disapprove within fifteen days of receipt of the third party arrangement, Lessor shall be deemed to have approved the third party arrangement. Lessee shall terminate any arrangement within fifteen days of demand of Lessor.

h. Total charges by Lessee to a third party cannot exceed $1.50 per square foot, per month, plus the cost of services provided by Lessee to said third parties.

~~H.~~J. RENEWALS: Lessee shall have ~~three (3~~four (4~~)~~ options to extend the term of this Lease, each for an additional three (3) year term. The Lessee may exercise each such option by giving written notice to the Lessor at least one hundred eighty (180) days prior to the end of the then current term, provided, however, that the right to exercise such option to renew is contingent upon Lessee being current on all provisions of this Lease.

~~I.~~K. BASE RENT ADJUSTMENTS: Base Rent for the first year of the first exercised renewal option period shall be Nineteen Dollars and 00/00 ($19.00) per square foot, which is a 3% increase from the previous year's rent of $18.45 per square foot. Annual Base Rent for each successive year thereafter, including the second renewal period, if exercised, shall increase by 3% per year. Failure to send any such notice of increase timely shall not constitute a waiver, or form the basis for a claim or defense of estoppel, as to any amounts due from the date that any such increase would have been otherwise applicable.

~~J.~~L. PRO RATA SHARE: As used herein, the term Pro Rata Share shall mean a fraction, the numerator of which is the square footage of the Premises and the denominator of which is 41,411.

~~K.~~M. PARKING: Except as set forth herein, there shall be no reserved or exclusive parking. Lessee's employees and invitees shall park in such areas as are designated, from time to time, by Lessor. Lessee shall have the right to have up to 12 parking spaces at no cost, at locations designated, from time to time, by Lessor. These spaces shall be made available to the Lessee for standard passenger vehicles (including SUV's) only. Parking spaces shall not be considered a part of the Premises. Lessor shall not have an obligation to police the use of the reserved or any other spaces and Lessee shall not have the right to have vehicles towed, tagged, booted or to otherwise enforce parking restrictions. Lessor's obligation shall be limited to placing notices on violator vehicles and/or confronting violators with Port Security. Lessee shall provide the license plate numbers of any vehicles entitled to park in reserved spaces.

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~~L.~~N. UTILITIES: Rent includes all utilities, except solid waste authority charges. Lessee shall be responsible for its Pro Rata Share of solid waste authority charges.

~~M.~~O. CASUALTY INSURANCE: Lessee shall pay its Pro Rata Share of casualty insurance applicable to the building of which the Premises are a part. In calculating the cost of casualty insurance applicable to the building, the Lessor shall first make a reasonable allocation of such bill between the cruise facilities and the office space (which shall include the common area of the office side of the building). Lessee shall make monthly estimated payments of the insurance to Lessor, with each monthly amount being one twelfth (1/12) of the total of such insurance for the year (adjusted to conform to the policy year when actual figures are known, with any shortfall or overage being paid or credited as the case may be, in the month when actual figures are known) and being paid at the same time, and in the same manner as Rent, with the same rights in Lessor as to default and collection, which amounts shall not be escrowed, held in a separate account or placed at interest.

~~N.~~P. SECURITY: Lessee acknowledges that the building of which the Premises are a part are subject to security rules and regulations, as established from time to time by Lessor, and other governmental agencies, and acknowledges that access to the Premises is subject to such security measures as Lessor shall determine.

~~O.~~Q. JANITORIAL: Lessee shall provide full janitorial service to the Premises not less than weekly, shall maintain the Premises in a clean condition, at Lessee's expense. Lessee shall have the non-exclusive use of the public restrooms located in the building of which the Premises are a part. Persons and entities providing janitorial service to the Premises are subject to security requirements, which shall or may include background checks and badging.

~~P.~~R. REAL ESTATE TAXES:

(a) Payment Related to Taxes. In addition to the Rent and other charges payable under this Lease, Lessee shall pay to Lessor, monthly in advance, a Payment Related to Taxes. The Payment Related to Taxes shall be 1/12th of the Allocable Amount, as determined by the Lessor (pro rated for periods of less than a month).

In an instance where the term of the lease encompasses an entire calendar year of the lease, the Allocable Amount for that year shall be the ad valorem taxes actually due or to be due for that year (actual or estimated (by Lessor), and if estimated, adjusted when the actual taxes are known), and pro rated for the period of Lessee's occupancy during that year. In an instance where the lease commences in a year where ad valorem taxes are not being assessed by governmental authorities having jurisdiction, the Allocable Amount for that year shall be an estimate of what the ad valorem taxes would be for that year had ad valorem taxes been assessed for that year, and pro rated for the period of Lessee's occupancy during that year; provided that if the lease is for less than one year and terminates such that it does not extend into a year in which ad valorem taxes are assessed, then, all amounts collected as Payments Related to Taxes shall be refunded to Lessee after offset for any amounts due Lessor from Lessee.

Lessor shall notify Lessee of the actual amount of taxes for the current year at least fifteen days prior to the last date on which the maximum discount can be obtained ("Maximum Discount Date"), and advise Lessee of the balance due, and said balance due shall be paid within five days.

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Provided that Lessee shall pay any balance due at least ten days prior to the Maximum Discount Date, Lessor shall pay the taxes on or before the Maximum Discount Date.

(b) Right to Contest Assessment. Lessor shall provide a copy of the Notice of Proposed Taxes to Lessee at least fifteen (15) days before expiration of the period during which such tax bill can be contested. Lessee shall have the right to contest or review by legal proceedings or in such manner as Lessee, in its option, shall deem advisable (which proceedings or other steps taken by Lessee if instituted shall be conducted diligently at its own expense and free of any expense to Lessor) any and all taxes or assessments levied, assessed, or imposed against the Demised Premises, required to paid by Lessee, provided that the full amount of the taxes shall first be paid over to Lessor, and that such contest shall not result in a tax sale of the Building, or any portion thereof, or the issuance of any tax certificate or warrant. However, if Lessee desires to challenge an assessment, it must notify Lessor of said desire a minimum of five (5) days prior to the expiration of the time period in which the contest of assessment can be filed, and prior to payment of the taxes by Lessor and Lessee. At the request of Lessee, Lessor will cooperate with Lessee and make available to Lessee upon demand any and all information which Lessee may reasonably require, join in any such contest or proceeding and execute any documents or pleadings that are reasonably required, including any agreement in settlement of any such contest or proceeding if it is necessary to do so to prosecute such proceeding, but Lessee in those circumstances shall pay, as incurred, any direct, out of pocket costs and expenses incurred by Lessee in connection therewith, and Lessor shall have the right, as a condition of consenting to a settlement or judgment which imposes any monetary obligation on Lessor, to require that security satisfactory to Lessor be deposited with Lessor to protect against such monetary obligations. In any event, no such contest shall defer or suspend Lessee' obligations to pay the taxes or assessments as herein provided; but if Lessee is required by law to first pay the taxes or assessments and then seek a refund from the taxing authority, Lessee shall do so. Nothing in these provisions shall be in derogation of Lessor's right to contest or review any taxes or assessments by legal proceedings or in such other manner as may be available to Lessor.

The following express stipulations and conditions are made a part of this Lease and are hereby agreed to by the Lessee:

Section 1. Assignment. The Lessee shall not assign this lease, nor sublet the Premises, or any part thereof nor use the same, or any part thereof, or any rights hereunder, nor permit the same, or any part thereof, to be used for any other purpose other than as above stipulated, nor make any alterations therein or additions thereto, without the written consent of the Lessor, and all additions, fixtures or improvements which may be made by Lessee, except movable office furniture, shall become the property of the Lessor and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease.

Section 2. Liability for Damage to Lessee's Property. All personal property placed or moved in the Premises shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or

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leaking of water pipes, or from any act of negligence of any cotenant or occupants of the building or of any other person whomsoever.

Section 3. Compliance With Law. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the Florida Department of Law Enforcement, the United States Coast Guard, Port of Palm Beach and all other federal, state and city government and of any and all their departments and bureaus having jurisdiction over the Building of which the Premises are a part.

Section 4. Casualty. In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Lease, whereby the same shall be rendered untenantable, then the Lessor shall have the right to render said Premises tenantable by repairs within ninety (90) days therefrom ("Repair Period"). If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, provided that notice of such cancellation is given in writing and within sixty days following the end of the Repair Period.

Section 5. Prompt Payment. The prompt payment of all amounts due hereunder for said Premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of this Lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this Lease, and all of the rights of the Lessee hereunder.

Section 6. Costs of Collection and Cure. In the event Lessee, is in default for failure to timely pay any amount due hereunder, or is otherwise in default hereof, Lessee agrees to pay all attorney's fees and costs in connection with collection and curing the default, whether suit is brought or not, and if suit is brought, through all appellate levels.

Section 7. Landlord's Lien. The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the amounts due hereunder, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay Lessor's reasonable attorney's fees incurred, together with all costs and charges therefore incurred or paid by the Lessor.

Section 8. Entry Upon Premises. The Lessor, or any of his agents, shall have the right to enter said Premises during all reasonable hours to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said Premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs,

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fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the building.

Section 9. As-Is. Lessee has made all such inspections of the Premises as it deems appropriate. Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term (as supplemented by Lessee's Improvements), excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to said Lessor immediately upon demand, any damage to said Premises, or to the building, caused by any negligent act of Lessee or of any person or persons in the employ or under the control of the Lessee. Except to the extent otherwise herein set forth, any and all improvements to the Premises shall be Lessee's sole responsibility.

Section 10. Landlord Liability for Damage by Water. It is expressly agreed and understood by and between the parties to this Lease, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the Lessee or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building.

Section 11. Bankruptcy. If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee before the end of the Lease term, the Lessor is hereby irrevocably authorized, at its option, to forthwith cancel this Lease as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above-described property by virtue of this Lease.

Section 12. Charges for Other Services Collectible as Rent. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the Premises by order of the Lessee, or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent due and unpaid.

Section 13. Sales Tax. Lessee covenants and agrees to pay monthly as additional rent any sales, use or other tax, hereinafter imposed upon rents by the United States of America, the State of Florida, and any political subdivision thereof to Lessor, notwithstanding the fact that any statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor.

Section 14. Repairs and Maintenance. Lessor shall be responsible for all repairs, replacing all air conditioning filters, maintaining electrical fixtures and all plumbing apparatus. Lessee shall be responsible for changing light bulbs within the Premises and correcting all stoppages of plumbing within or originating from the Premises.

Section 15. Late Payment Charge. If Lessee shall fail to pay the monthly installment of Base Rent or any additional payment as required herein to Lessor, so that Lessor shall not receive same within five (5) days of the date when the amount is due and payable, a late charge of five percent (5%) of the total amount past due, or a minimum of One Hundred and no/100 Dollars

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($100.00), whichever is greater, shall be paid by the Lessee to the Lessor per month, or portion of each month such item(s) is unpaid and still due. In addition to the aforesaid late charge, the Lessee shall pay interest at the rate of eighteen percent (18%) commencing five (5) days after the amount past due was payable by the terms hereof until the date Lessor received payment of same. These charges are for the purpose of collection efforts and to defray costs incurred by Lessor in regard to such collection efforts.

Section 16. Default.

a. Monetary Defaults. If Lessee shall fail to make any payment due hereunder within ten (10) days after written notice from the Lessor, Lessor in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or otherwise herein, which shall include, but not be limited to, recovery of all remaining Base Rent due or to become due and all other amounts due or to become due under this Agreement. Billing by the Lessor shall constitute written notice hereunder.

b. Non-Monetary Defaults. In the event Lessee shall (a) be adjudged bankrupt; or (b) make an assignment for the benefit of its creditors; or (c) violate or fail to perform any of the agreements herein contained, except as set forth under "Monetary Defaults", above, or (d) if the Lessee shall abandon or vacate the Premises before the end of the term of this Lease and shall (unless notice and or demand are specifically dispensed with under other terms of this Agreement) fail to cure the default as to such agreements within ten (10) days after written notice from Lessor, Lessor in any such event(s) shall have the option to terminate this Agreement, and/or pursue such other remedies as are provided by law or equity or otherwise herein, which shall include, but not be limited to, the remedies provided in "Monetary Defaults", above. Notwithstanding the foregoing, any matter involving safety or security shall be addressed and cured without delay.

c. Other Remedies. The remedies for which provisions are made in this Section shall not be exclusive and shall be in addition to other remedies provided by law or equity, including without limitation, specific performance and injunctive relief, and Lessor may pursue such other remedies as are provided by law or equity in the event of any breach, default, or abandonment by Lessee, including Lessor's rights to make claim against any financial guaranties provided for herein, e.g. guaranties, bonds and/or letters of credit given in connection with vessel agency or stevedoring. In addition, without limiting the Lessor's rights to other remedies afforded by Florida law, Lessor shall have all rights available to a landlord under Florida Statutes Chapter 83.

Section 17. Insurance. Lessee shall obtain public liability insurance from an insurance carrier satisfactory to Lessor to protect against loss from liability imposed by law for all damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever, resulting directly or indirectly from any act or activities of Lessee, or any person acting for it or under its control or direction, at the Premises, the building of which the Premises are a part, or any property of Lessor, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities of any of the foregoing. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of not less than the greater of (i) One Million Dollars ($1,000,000.00) for any property damage or loss from any one (1) accident, and not less than One Million Dollars ($1,000,000.00)

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for injury to anyone (1) person and not less than Two Million Dollars ($2,000,000.00) from any one (1) accident combined, single limit, or (ii) if Lessee has a bunkering license, the amount required by District under the then-current Tariff or Executive Director for a bunkering license. Lessor reserves the right to require any increase in the amount of liability coverage, from time to time during the term of this Agreement as Lessor should determine to be commercially reasonable. Each such liability insurance policy shall be of the type commonly known as Owner's Landlord's and Tenant's Insurance, but provide the extended coverage required herein above and shall name Lessor as an additional insured.

Section 18. Insurance Binders. Lessee shall deliver to Lessor a copy of the binder of all insurances required of Lessee hereunder, and duplicate originals of the policy itself, and certificates evidencing the existence of the necessary insurance policies. All insurance policies contemplated herein to be maintained by Lessee shall insure Lessor and Lessee as their respective interests may appear, and shall show Lessor as a named insured. All such policies required to be maintained by Lessee shall be issued by companies qualified to write insurance in the State of Florida and possessing a rating of A-3A (or higher), by Best's Insurance Rating. The cost of premiums of all such policies of insurance as herein required to be maintained by Lessee shall be paid by Lessee. Any policy required hereunder to be maintained by Lessee or actually maintained by Lessee shall contain a clause that the insurer shall not cancel or change the insurance policy without first providing ten (10) days prior written notice to Lessor. Not less than thirty (30) days prior to the expiration of any insurance required herein to be maintained by Lessee or actually carried by Lessee, Lessee shall deliver to Lessor a copy of the certificate of renewal thereof.

Section 19. Liability of Lessor to Third Parties. Lessor shall not be liable for any damage or injury to any person or property whether it be Lessee's agents, guests, invitees, or otherwise by reason of Lessee's occupancy of the demised Premises or because of fire, flood, windstorm, acts of God or for any other reason, except that Lessor shall be liable for any damage or injury to any such party caused by or resulting from Lessor's own gross negligence and/or willful and wanton misconduct. Lessee agrees to indemnify and hold harmless Lessor from and against any and all loss, damage, claim, demand, liability, or expense by reason of damage to person(s) which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, or by reason thereof, or in connection therewith, or in any way arising on account of any injury or damage caused to any person or property on or in the Premises, provided, however, the Lessee shall not so indemnify and hold harmless as to the loss or damage due to the gross negligence or willful misconduct of Lessor, Lessor's employees, agents, guests, or invitees.

Section 20. Recording. This Lease shall not be recorded except by Lessor, in Lessor's sole discretion.

Section 21. Increased Risks. Lessee shall not use the Premises in any manner, even in Lessee's use for which the Premises are leased, that will increase risks covered by insurance on the Premises so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the Premises. Lessee further agrees not to keep the Premises or permit to be kept, used or sold or transferred thereon, anything prohibited by the policy of fire insurance

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covering the Premises. Lessee shall comply, at Lessee's own expense, with all requirements of insurers necessary to keep in force the fire and public liability covering the Premises.

Section 22. Subordination. This Lease and all rights of Lessee are subject and subordinate to the mortgages or other instruments of security which do now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof. This provision is hereby declared self-operative. Lessee agrees to execute any subordination agreement required by any lender loaning money to Lessor secured by the Premises. Further, upon request of Lessor, Lessee shall certify the status of this Lease in writing, including in such certification, the term, the annual rental, the amounts of any deposits claimed to have been hereunder, and whether or not Lessee is claiming any then current breaches or defaults by Lessor, and if so, the precise nature of such breaches or defaults.

Section 23. Improvements. All improvements shall be subject to the prior written consent of the Lessor, and the permitting requirements of the Port of Palm Beach District, and the same shall be at Lessee's sole cost and expense. Lessee shall obtain all other necessary permits from other governmental authorities having jurisdiction prior to commencing any improvements requiring such permits. Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessor against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments or encumbrances caused by Lessee. In the event any such lien shall be made or filed, Lessee shall bond against or discharge the same within five (5) days after the same have been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent. Lessee shall not have any authority to create any liens for labor or materials on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Lessee's interest in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. Lessee agrees, at the request of Lessor, to execute a memorandum setting forth the above to be recorded in the public records.

Section 24. Condemnation. It is agreed by and between the parties that if the whole or any part of the Premises shall be taken by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose. All damages awarded for such taking shall belong to, and be the property of, Lessor.

Section 25. Notices. All notices, requests, approvals, consents and other communications hereunder shall be deemed to have been given four (4) days after deposit in the United States mail in a sealed envelope, postage prepaid, registered or certified mail; or if personal delivery, at the time of delivery, or if by national overnight courier one day service addressed to the respective addresses stated below, then such notice, request or other communication shall be deemed to and have been given one (1) business day after being sent by national overnight courier,

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or if by facsimile, upon completion of transmission as evidenced by successful fax transmission notice, or if by E-Mail, upon transmission, and addressed to the parties at the addresses first set forth herein.

Section 26. Litigation in Palm Beach County. Any litigation commenced in connection with this Lease shall be commenced in Palm Beach County, Florida, and this Lease shall be interpreted pursuant to the laws of the State of Florida.

Section 27. Binding Effect. This contract shall bind the Lessor and his successors or assigns, and the heirs, assigns, personal representatives, or successors as the case may be, of the Lessee.

Section 28. Time of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

Section 29. Rights Cumulative. The rights of the Lessor under this Lease shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Section 30. Waiver of Certain Statutory Rights. The Lessee specifically waives all of its rights to receive any of written notice from Lessor as afforded to Lessee pursuant to Florida Statutes Sections 83.20 and 83.05.

Section 31. INTENTIONALLY DELETED.

Section 32. Discrimination. Lessee shall not discriminate against any person, employee, or applicant for employment, promotion, recruitment, lay-off, compensation, selection for training or apprenticeship because of race, religion, color, age, gender, sexual orientation, sexual preferences or national origin.

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Section 33. Signage. Lessee's signage shall be limited to a sign next to or on the door to the Premises, containing Lessee's business name. Lessor shall have the right to control the location and style of sign.

Section 34. Controlling Law; Venue. In any litigation in connection with this Lease shall lie only in Palm Beach County, Florida, and this Lease shall be interpreted and enforced in accordance with the laws of the State of Florida.

Section 35. Cross-Default and Termination. _____ _____ (if blank, there is no cross default provision, unless contained in another agreement between the parties.

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:	DISTRICT: PORT OF PALM BEACH DISTRICT
_____ Printed Name of Witness:_____	BY_____
_____ Printed Name of Witness:_____	LESSEE: SSI Lubricants, LLC, a Florida Limited Liability Company
_____ Printed Name of Witness:_____	BY_____
_____ Printed Name of Witness:_____	

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license as identification, as _____ of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

_____
NOTARY PUBLIC
My commission expires:

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, who is personally known to me or who produced Florida Driver's license _____ as identification, as _____ of SSI Lubricants, LLC, a Florida Limited Liability Company.

[SEAL]

_____
NOTARY PUBLIC
My commission expires:

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PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

CONSENT AGENDA
ITEM H-13

PREPARED BY: Paul J. Zielinski Deputy Director-CFO September 20, 2018

SUBJECT: PALM BEACH PARKING AGREEMENT
Contract Amendment – Rate Adjustment

BACKGROUND: At the July 2018 Board Meeting, the Board of Commissioners authorized the Executive Director to execute an Amendment to our agreement with Palm Beach Parking (PBP) to increase their rates charged to the Port. This is being done in order to reflect their increased costs incurred to service two cruise vessels. An agreement in accordance with the terms approved at that meeting is being provided to the Board for ratification.

Currently, the Port pays PBP $15.10 for each car parked west of US 1. Port staff is recommending that this be increased by $1.00 per car to $16.10 per car, retroactive to June 1, 2018. Additionally, the Port has an option to request traffic control support from PBP at $12.00/hour. This rate was established three years ago and PBP is requesting that it be increased to $14.00. Again, this would be for optional traffic control staff at the Port's discretion.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

RECOMMENDATIONS: Motion to ratify the Amendment to the Palm Beach Parking Agreement raising the fee paid to Palm Beach Parking to $16.10 for cars parked west of US 1 and to raise the hourly rate for optional personnel to $14.00/hour.

FINANCIAL IMPACT: Financial impact is dependent on the number of cars parked west of US 1 and is estimated to be approximately $25,000 this year with a maximum of about $50,000 when both vessels achieve the planned capacity.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No_____
Incorporated into Minutes: _____ By: _____

Second Amendment to Second Restated and Amended Parking Agreement

This Second Amendment is dated August 28, 2018, amends that certain Second Restated and Amended Valet Parking Agreement dated February 26, 2015 and is made and entered into by and between the Port of Palm Beach District ("District"), a quasi-public corporation and political subdivision of the State of Florida, organized and existing under and by virtue of Chapter 7081, Laws of Florida, Acts of 1915, and subsequent and supplemental acts thereto having its offices at Sixth Floor, One East Eleventh Street, Riviera Beach, Florida 33404, and Palm Beach Parking, Inc. ("Contractor"), a Florida Corporation, having its address at 1499 Forest Hill Boulevard, #105, Lake Clark Shores, FL 33406.

WHEREAS, the District desires to continue to provide valet parking services to Cruise Customers of the Port of Palm Beach; and

WHEREAS, the District has limited parking areas for Cruise operations; and

WHEREAS, Contractor has expressed interest in providing the efficient and orderly planning, operation, and management of self-parking and valet parking operations.

NOW THEREFORE BOTH PARTIES AGREE AS FOLLOWS:

The effective date of this Amendment shall be as of June 1, 2018.

The following replaces Section 2 of the Second Restated and Amended Parking Agreement:

2. **Fees of Contractor.** Contractor will collect all parking fees from the patrons and remit the balance due to the District as directed.

A. Multiday Cruise Rates:

(a) Multiday Cruise Vehicle Rates are per vehicle, not per vehicle per day.

(b) All Multiday Cruise Vehicles shall be valet parked.

(c) Vehicles Parked by Contractor East of Broadway

The per vehicle rate for cars valet parked by Contractor East of Broadway, Contractor shall retain $10.00 per vehicle. This is a per vehicle rate, not a per vehicle per day rate. All Multiday Cruise vehicles shall be valet parked.

(d) Vehicles Parked by Contractor West of Broadway

The per vehicle rate for cars valet parked by Contractor West of Broadway, Contractor shall be $16.00 per vehicle. This is a per vehicle rate, not a per vehicle per day rate.

B. Day Cruise Rates. For Day Cruise vehicles, Contractor shall retain the sum of $1.00 per vehicle for each self-parked vehicle, and $2.50 per each Contractor valet parked vehicle.

C. Other Services. Contractor shall be paid the sum of $14.00 per person-hour for the additional services to be rendered hereunder provided that such services are requested in writing (e.g. E-Mail) by the Director of Operations or his designee.

D. Credit Cards. Notwithstanding the provisions of Paragraphs A and B, above, Contractor shall retain and additional $.10 (ten cents) per car parked for so long as both District and Contractor agree that Contractor shall accept credit cards for payment or parking fees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

WITNESSES:

Printed Name of Witness
Paul J Zielinski:

Printed Name of Witness:
Karen J. Emery

Printed Name of
Witness:

Printed Name of Witness:

DISTRICT:
PORT OF PALM BEACH DISTRICT

BY

CONTRACTOR:
Palm Beach Parking, Inc.

BY V/P

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 28th day of August, 2018 by Manuel Almira, who is personally known to me or who produced Florida Driver's license _____ as identification, as Executive Director of PORT OF PALM BEACH DISTRICT, a Political Subdivision of the State of Florida.

[SEAL]

NOTARY PUBLIC
My commission expires:

VENICE HOWARD
MY COMMISSION # GG 087606
EXPIRES: March 28, 2021
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA]
COUNTY OF PALM BEACH]

The foregoing instrument was acknowledged before me this 7th day of ~~August, 2014~~ September 2018 by JAY WEITZMAN, who is personally known to me or who produced Florida Driver's license _____ as identification, as President of Palm Beach Parking, Inc.

Elizabeth Touhill
NOTARY PUBLIC

[SEAL]

My commission expires:

Commonwealth of Pennsylvania - Notary Seal
ELIZABETH L. TOUHILL, Notary Public
Montgomery County
My Commission Expires December 1, 2021
Commission Number 1167986

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

DISTRICT REPORTS
ITEM I-1

PREPARED BY: Manuel Almira Executive Director September 20 2018

SUBJECT: **Executive Director's Report**

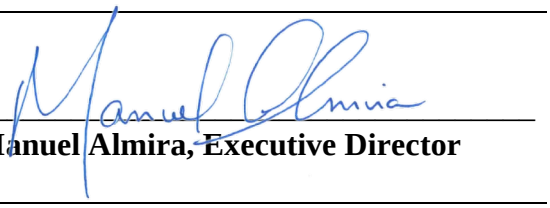
BACKGROUND: An outline of the topics to be reported on at the September 20, 2018 Regular Board Meeting is attached for your review.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
EXECUTIVE DIRECTOR'S REPORT
BOARD OF COMMISSIONERS MEETING
September 20, 2018

Around the Port

- **Monarch Shipping / Teeters Agency – Shipments of automobiles to Saint-Marc, Haiti.**
  - Monarch Shipping provides roll on/roll off fortnightly service to Saint-Marc, Haiti from the Port of Palm Beach.
  - For years, this transporter has been very successful with this service. This year's volume has increased by 3,000 cars compared to last year.
  - This carrier receives dozens of vehicles for export on a daily basis.
  - They have two vessels that are able to transport approximately 280 cars and trucks per voyage.
  - Currently the Mullen's property is used by this carrier to receive vehicles
  - Given the daily volume of automobiles, the Port has had to provide additional space to accommodate the daily volume of cars.
  - This high volume of automobiles has created a challenge for the Port and the carrier.
  - The exporters have voiced their complaints regarding the lack of customer service, and as such, they have complained to elected officials, one being County Commissioner Mack Bernard.
  - In a recent meeting between Commissioner Wayne Richards, Ken Hern and I, we discussed at great length this problem with the ownership of the Monarch Shipping / Teeters Agency.
  - Among the changes we anticipate are:
    - Signs posted in Creole
    - A larger canopy to protect individuals from the weather
    - Additional personnel will be provided
    - Secondary windows available in the Receiving trailer to speed up the process.

- **Vertex**
  - The Vertex permit from the City of Rivera Beach was issued on August 15, 2018. Since the issuance of the permit, Vertex has accomplished the following:
    - Received the Insurance Certificate Contract with Expert Construction.
    - They have been granted permission by the Port to remove two light poles on the footprint where the Vertex Tower will be fabricated.
    - The Contractor has met with the Port and fully understands all of our concerns regarding their project, particularly as it relates to construction and how it would affect our tenants on weekdays between the hours of 8:00 am and 5:00 pm.
    - Expert Construction began mobilization of the project on September 3, 2018. Construction is expected to be completed by mid-October.
    - Thus far the tower will house one carrier (AT&T) and the Port will make $28,200/year plus a one-time tower completion fee of $15,000 in the 1st year.
    - For the 2nd and 3rd carriers, the Port will make an additional $750 each month and an additional $1,000 each month for the 4th carrier.

- **Cruise Industry Update**
  - Carnival Cruise Line and Port Canaveral Authority will be announcing the 2020 debut of Carnival's newest 180,000-ton ship fueled by LNG (Liquefied Natural Gas). The source of the LNG is located in Jacksonville, FL and will be transported by Shell's LNG Bunker Barge as part of Shell's Strategic Plan to develop a global LNG Bunkering network.

- **3rd floor Air Conditioning**
  - Currently, the 3rd floor CBP LAN room equipment has exceeded the room's A/C ability to keep it cool. Port staff is reviewing the GSA contract concerning the responsibility of the expense, and our Facilities staff is working with our A/C provider to come up with a price for the best solution.

Events

- The Florida Ports Council Annual Meeting was held in St. Petersburg on September 4 through 6. It was announced that the Port of Palm Beach has received three Grants:
  - Security Grant for a Perimeter Security Detection System. Total project cost is $68,350. This is a 75/25 match with FDOT. Our portion will be $17,087.
  - $1.5 million FSTED Grant for the Annex Property Site Plan Improvements. This is at a 50/50 match with FDOT.
  - $2.25 million for Environmental Mediation of Area D. This is at a 50/50 match with FDOT.

- The Florida Customs Brokers & Forwarders Association (FCBF) General Membership Meeting & Luncheon was held in Miami on September 19. This is a Port-Sponsored promotional event.

- AAPA Marine Terminal Management Training Program – Long Beach, CA – October 1-5, 2018.

- AAPA – 107th Annual Convention – Valparaiso, Chile – October 7-10, 2018.

- The Spain/US Chamber of Commerce will be at the Port on October 10 for a Presentation & Tour.

- The Delegation from Cap-Haitien will visit our port for a luncheon and tour – October 12, 2018

- On October 24, the Port will be sponsoring a breakfast featuring the Senate President-Designate Bill Galvano, hosted by the Palm Beach North Chamber of Commerce.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

DISTRICT REPORTS
ITEM I-2

PREPARED BY: José Soler, P.E. Engineer September 20, 2018

SUBJECT: **Engineering Report**

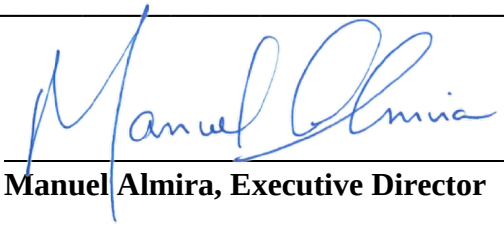
BACKGROUND: Attached for your review is a copy of the Engineering Report for the month of August. I will also be presenting an oral report at the September 20, 2018 Regular Board meeting.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes __X__

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to review the briefing materials.

Respectfully Submitted by:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

Port of Palm Beach
Engineer's Report
Commission Meeting | August 16, 2018

Berth 17 and Paving Project

Contractor continues to work on the water side of the project. LMH completed the installation of steel piles for the east dolphin structure. Divers continue with the installation of the forms prior to rebar installation and the final concrete pour of the structure. Forms will be watertight in order to perform the concrete pour without any water inside the forms. After steel forms are in place, contractor will proceed with the reinforcing steel cage installation.

For the repair of the West (inner) Dolphin Structure, the contractor's structural engineer submitted a revised Repair plan procedure which has been accepted by the project engineer of record, AECOM. Contractor still pending to execute the structure repair. Repairs will be executed once the diver completes the installation of the steel forms on the East Dolphin Structure.

On the upland side, the site subcontractor continues the work related to the sub-base preparation for the asphalt and concrete pavements. Activities related to surface pavements have progressed considerably during the month of September. The pavement area below the sugar conveyor structure has been completed, with the casting of the new concrete 8-inch slab. Subcontractor continues with the grading and compaction of the final layer of subbase material for new asphalt pavement area between the sugar conveyor and the FPL property fence, and the north section between the bulkhead and Slip 3. LMH began preparation for the installation of chain-link fence and gates along the south parcel limits of the Sugar Building.

The electrical work related to the installation of the Shore Power Station 5 has been completed, still pending the installation of the steel protective structure for the shore power equipment.

The last pay application processed by the Port was the working period of December 2017, which was notarized and submitted by the contractor on July 17, 2018. As of December 2017 pay application, LMH invoices indicate that approximately 88% ($9,095,521.61 to date / $1,202,784.48 balance of approved modified Contract amount) of the work is complete to date, and a total retainage to date of $909,552.16. The draft for the pay application for the working periods of January 2018, February 2018, March 2018, April 2018 and May 2018 have been evaluated by AECOM and returned with comments for final submission. The pay application procedure will continue with the process of the January 2018 pay application, as soon as the contractor provides Partial Lien Waivers for all vendors related to the December 2017 payment.

The contractor's two week look ahead schedule submitted on September 4, indicates that construction activities continue on time and on schedule, as per Schedule included in the Contract Amendment #1 which indicates a Substantial Completion Date of September 15, 2018, and a new Final Completion Date of October 2, 2018.

MOB Demolition and Cargo Area Improvement Project

Port Staff submitted a complete site plan application to the City of Riviera Beach on July 27, and issued a check for the applicable review fee. City Council approved a resolution for site plan approval on August 15th. On Thursday, August 20, City of Riviera Beach Acting Director of Development Services, Jeff Gagnon, sent an email indicating the fee amount required to be paid by the contractor of $44,525.01. Port's staff provided the information to the contractor, West Construction, who proceeded by issuing the payment on Friday, September 7th to the CRB Building Office.

Main Rail Spur Improvement Phase 1

The contractor also completed the construction and installation of new rail on Spurs #1 and #2, as well as the rail crossing signage equipment on Avenue E. The final electrical connection of the signage equipment by FPL was completed, and the contractor completed the railroad crossing signage equipment activation, testing, and Port's rail crew training, as well as the new pavement striping at the crossing. CH2M and Port's staff will perform the final project inspection of the construction work on Friday, September 7th for final project acceptance.

Vertex Antenna

The preconstruction meeting was held on Thursday, August 30 with Rafael Santos from Expert Construction Managers, Inc. Expert is Vertex's contracted firm to perform the construction of the antenna. Expert Construction began mobilization to the project site on Tuesday, September 4. Site preparation has been completed, with the installation of silt fence on construction area perimeter, and the project of adjacent storm system inlet. Construction of the electrical meter rack is in process. Drilling equipment for the construction of the antenna foundation will be mobilized to job site on Monday, September 10. Construction is expected to be completed by mid-October.

Berth 1 Bulkhead Improvement Project

The Request for Qualifications final document to solicit Firm's statements to provide Professional Engineering Services for project design has been reviewed and approved by counsel. RFQ was posted for advertisement on September 6. Interested firms shall submit sealed qualification documents by September 28th at 2:00 pm. A scoring committee will review and score the firms' submitted qualifications and will hold a public meeting on October 5th with the results to be provided to the Board of Commissioners. In the October Board Meeting, the Board of Commissioners will select no fewer than three firms, which will make presentations on the same meeting or to return for presentations in the December Board Meeting. At such meeting, the Board of Commissioners shall rank the firms in order, with competitive negotiations to next proceed under the direction of the Executive Director.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

DISTRICT REPORTS
ITEM I-3

September 20, 2018

PREPARED BY: Venice Howard District Clerk/Records Administrator

SUBJECT: **GOVERNMENTAL AFFAIRS REPORT**

BACKGROUND: For your review and discussion, attached is a copy of the Governmental Affairs Report provided by Mr. Richard Pinsky.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: N/A

RECOMMENDATION: None. Informational Item Only.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous: Yes	_____ No _____
Incorporated into Minutes:	_____	By:	_____

akerman

Port of Palm Beach
Governmental Affairs Report

September 20, 2018

Port of Ft. Pierce

The Board of Commissioners of St. Lucie County, are still in the selection process for a Port operator. No date has been released for when a final selection will take place.
Finalists:

- Derektor Shipyard
- Ft. Pierce Yacht & Ship

Martin County

Martin County staff is currently researching the pros and cons of removing the Port of Palm Beach as their FTZ license provider, in exchange for utilizing the application being applied for by the Port of Ft. Pierce.

Save Our Inlet Coalition

On Wednesday September 12th, at 10:00 am, there will be a meeting of the SOIC, at the Palm Beach Civic Association, to discuss several issues, including a presentation from Jeff Littlejohn, regarding the Port of Palm Beach's proposed grant application for mitigation related to proposed dredging of Area D (SW corner of Peanut Island). For those unable to attend, there is a conference call-in number: (213) 992-5294, pin: 81273#

Palm Beach County Legislative Delegation

Not many changes occurred to the General Election match-ups which will ultimately determine what the Palm Beach Delegation will look like for the next two years.
Those candidates marked with an * indicates the winner of their respective Primary election on August 28th.

State Senator, Dist. 25 (Formerly Joe Negron)

*Gayle B. Harrell (REP)
Robert Isaac Levy (DEM)

State Senator, Dist. 30

Rubin Anderson (DEM)
Bobby Powell Jr. (DEM)

State Senate, Dist. 31

Lori Berman (DEM)

State Representative, Dist. 81 (Formerly Joe Abruzzo)

*Tina Polsky (DEM)

akerman

State Representative, Dist. 82
*MaryLynn Magar (REP)
Edward O'Connor (DEM)

State Representative, Dist. 85
Ellen Baker (DEM)
Rick Roth (REP)

State Representative, Dist. 86
Laurel S. Bennett (REP)
Matt Willhite (DEM)

State Representative, Dist. 87
Samson Kpadenou (GRE)
*David Silvers (DEM)

State Representative, Dist. 88
Al Jacquet (DEM)

State Representative, Dist. 89 (Formerly Bill Hager)
*James A. Bonfiglio (DEM)
*Michael Allen Caruso (REP)

State Representative, Dist. 90 (Formerly Lori Berman)
Joseph A. Casello (DEM)

State Representative, Dist. 91
Emily Ann Slosberg (DEM)

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

DISTRICT REPORTS
ITEM I-4

PREPARED BY: Venice Howard District Clerk September 20, 2018

SUBJECT: **Commissioner's Report**

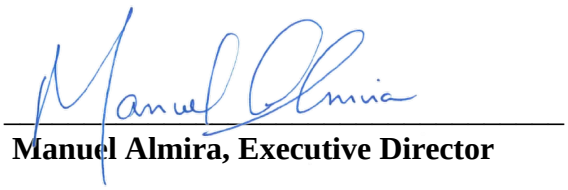
BACKGROUND: Commissioner Waldron will provide an oral report on the Commerce Park development efforts.

ADDITIONAL INFORMATION ATTACHED: No __X__ Yes _____

FINANCIAL IMPACT: N/A

RECOMMENDATIONS: None. Informational Item Only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

OLD BUSINESS
ITEM J-1

PREPARED BY: Manuel Almira Executive Director September 20, 2018

SUBJECT: **Peanut Island Update**

BACKGROUND:

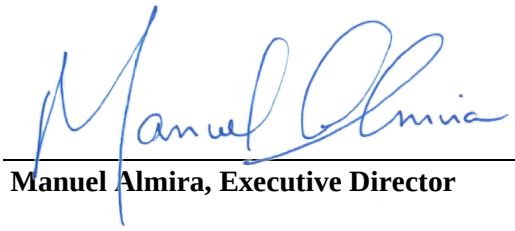
An oral presentation will be made at the Board Meeting.

ADDITIONAL INFORMATION ATTACHED: No X Yes _____

FINANCIAL IMPACT: N/A

RECOMMENDATION: The Board of Commissioners is respectfully requested to listen to the oral presentation and take whatever action is appropriate.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

OLD BUSINESS
ITEM J-2

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities September 20, 2018

SUBJECT: **Request to Re-Advertise for Bids**

- 11th Street Fence Project

BACKGROUND:

At the February 1, 2018 Board of Commissioners meeting, Tropic Fence, Inc. was awarded the 11th Street Fence Project in the amount of $43,320.00.

On August 16, 2018, Port Staff received notification from Tropic Fence that they will not be able to continue with this project. Key factors for this discussion being made are:

- Broward County School Board releasing "Single Point of Entry" projects to increase school security.
- Tariff increases on materials have increased by 20%.

FINANCIAL IMPACT: This project will be funded by the FY19 Operating Budget

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ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: Motion to authorize staff to re-advertise the 11th Street Fence Project to receive bids.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____

Disapproved: _____ Seconded By: _____

Deferred To: _____ Unanimous: Yes _____ No _____

Incorporated into Minutes: _____ By: _____

Ken Hern

From: tropicfence.bids@bellsouth.net
Sent: Thursday, August 16, 2018 9:41 AM
To: Ken Hern
Cc: tropicfence.bids@bellsouth.net
Subject: RE: PERMIT UPDATE

Good morning Ken,

Due to multiple factors Tropic Fence will not be able to continue with this project. Since our last correspondence the Broward County School Board has released 83 school projects related to Single Point of Entry and the safety of the students.

We have had no choice but to decline projects and allocate all our manpower to the schools. The tariffs have also come into play and most of the materials have increased by at least 20% or more. My apologies for any inconvenience this may cause you but I hope you understand.

Regards,

Steve Nespoli

Vice President



Phone: (954) 978-1250 Ext. 103 **Fax: (954) 960-1432** **Cell: (954) 234-1046**

General Email: tropicsteve@bellsouth.net

ITB, RFQ & RFI Email: tropicfence.bids@bellsouth.net

Web Site: www.tropicfence.com

Address: 1864 NW 21st Street, Pompano Beach FL, 33069

From: Ken Hern [mailto:KHern@portofpalmbeach.com]
Sent: Wednesday, August 15, 2018 8:06 AM
To: 'tropicfence.bids@bellsouth.net'
Subject: FW: PERMIT UPDATE

Steve,

I just wanted to ensure you received this information and I still interested in moving forward on this project?

Kenneth L Hern
Senior Director
Operations, Security, Facilities & Railroad
Port of Palm Beach District
One East 11st Street, Suite 600
Riviera Beach, Fl 33404
Office (561) 383-4180
Cell (561) 253-4810

PORT of Palm Beach

From: Jose Soler
Sent: Monday, August 13, 2018 12:19 PM
To: 'tropicfence.bids@bellsouth.net' <tropicfence.bids@bellsouth.net>
Cc: Ken Hern <KHern@portofpalmbeach.com>
Subject: RE: PERMIT UPDATE

Good afternoon,

Attached is a digitally signed and sealed copy of the fence survey to complete the CRB fence replacement checklist. Please let me know how many paper copies you need.

Regards,

José

José R. Soler
Port Engineer
Port of Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, FL 33404
Direct: (561) 383-4133
Cell: (561) 253-4813
jsoler@portofpalmbeach.com

From: Ken Hern
Sent: Wednesday, June 20, 2018 3:52 PM
To: Jose Soler <jsoler@portofpalmbeach.com>; Manuel Almira <malmira@portofpalmbeach.com>
Subject: Fwd: PERMIT UPDATE

FYI

Sent from my iPhone

Begin forwarded message:

From: <tropicfence.bids@bellsouth.net>
Date: June 20, 2018 at 3:25:35 PM EDT
To: 'Ken Hern' <KHern@portofpalmbeach.com>
Cc: <tropicfence.bids@bellsouth.net>
Subject: RE: PERMIT UPDATE

Hi Ken, permit update.....we have been in the Building Dept numerous times and have struck out, I have gone as far as I can. There are no records on file, the Plan Department says you are a separate entity and need to furnish your own site plan, and it can't be more than 2 years old. The person we were working with is Yoan Machado (SENIOR PLANNER/GIS SPECIALIST) and he can be reached at 561-845-4061 or emailed at ymachado@rivierabch.com.

Regards,

From: tropicfence.bids@bellsouth.net [mailto:tropicfence.bids@bellsouth.net]
Sent: Wednesday, June 13, 2018 4:35 PM
To: 'Ken Hern'
Subject: RE: PERMIT UPDATE

Nothing yet Ken, they are really struggling with this one. Still waiting on the approved public records form approval.
What's going on with Cracker Boy.....

From: Ken Hern [mailto:KHern@portofpalmbeach.com]
Sent: Wednesday, June 13, 2018 11:31 AM
To: tropicfence.bids@bellsouth.net
Subject: RE: PERMIT UPDATE

Any updates?

Kenneth L Hern
Senior Director
Operations, Security, Facilities & Railroad
Port of Palm Beach District
One East 11st Street, Suite 600
Riviera Beach, Fl 33404
Office (561) 383-4180
Cell (561) 253-4810



From: tropicfence.bids@bellsouth.net [mailto:tropicfence.bids@bellsouth.net]
Sent: Tuesday, June 5, 2018 9:26 AM
To: Ken Hern <KHern@portofpalmbeach.com>
Subject: PERMIT UPDATE

Good morning Ken, want to bring you up to speed on the permit process. They have not been able to locate any plan sheets or past permits they could reference, most likely due to the secure nature of the Port. We have filled out a request for public records form which will allow them to dig a little deeper. We should be hearing back from the Building Dept any day now.

Regards,

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM H-5

PREPARED BY: Ken Hern Senior Director Operations, Security & Facilities February 1, 2018

SUBJECT: **11th Street Fencing Project**

- Approval of Contract – Tropical Fence, Inc

BACKGROUND:

UPDATE: At August 2017 Board of Commissioners meeting, Commissioners awarded Tropic Fence, Inc. the contract for the 11th Street Fence project. At that time port staff estimated the cost utilizing measurements for fencing only and did not include labor or gates. While unit pricing is still in compliance with the competitively published RFP that was awarded to Tropic Fence, Inc. the total project cost has escalated requiring additional commission approval.

The current ornamental fencing, along 11th street and Ave C, is currently in disrepair, unsightly and in need of replacement. Port Staff has been in discussions with our neighbor, Martin Murphy, to work in a collaborative effort to improve this area with his concurrence and financial participation.

This project is currently planned for the fencing on the north & south side of 11th street and the Port's main entrance on Avenue C into the Port. Replacement fencing will be in compliance with city code, consisting of 6' green powder coated fencing with green mesh screening.

With the approval of the Commission this project was advertised in the Palm Beach Post and Port's website in accordance with the Port procurement process. Two (2) bids were received utilizing unit pricing and evaluated by our Port Engineer.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: This project is funded by the FY 17/18 Renewal and Replacement budget in the amount of $43,320.00.

RECOMMENDATION: Port staff respectfully request the Board of Commissioners to award this project to Tropic Fence, Inc and authorizing the Executive Director to execute all related documents.

Respectfully Submitted By:

Manuel Almira

Manuel Almira, Executive Director

BOARD OF COMMISSIONERS
of the
PORT OF PALM BEACH DISTRICT

APPROVED/NOT APPROVED AGENDA

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

Regular Board of Commissioners Meeting
4:00 p.m.
Wednesday, February 21, 2018
One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921

- THIS MEETING IS OPEN TO THE PUBLIC -

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

I. REGULAR BOARD MEETING

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

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

- The audience is expected to be respectful of others when they are addressing the Board of Commissioners.

A. CALL TO ORDER / ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ATTORNEY/CLIENT EXECUTIVE SESSION

LM Heavy Civil Construction, LLC v. Port of Palm Beach District
Case No. 502017CA005376XXXXMB, pending in Circuit Court in and for Palm Beach County, Florida

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

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

The Chair shall announce:

1) The Attorney/Client Closed-Door Executive Session
2) The estimated length of time is 45 minutes
3) The names of the persons attending:
   - Commissioner Blair J. Ciklin
   - Commissioner Jean L. Enright
   - Commissioner Peyton W. McArthur
   - Commissioner Wayne M. Richards
   - Commissioner Katherine M. Waldron
   - Executive Director Manuel Almira
   - Port Attorney Gregory C. Picken, Esq.
   - Port Attorney Donald Bicknell, Jr., Esq.
   - Court Reporter Susan Kruger
4) Attendees of the Attorney/Client Closed-Door Executive Session will relocate from the Board Room to the Conference Room.

D. APPROVAL OF THE MINUTES APPROVED 5-0

Regular Commission Meeting of January 18, 2018

E. ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS

F. ***Items F-14, G-4, & I-7 were added***

Items F-7, F- 10 & F-11 were pulled from the Consent Agenda and voted on seperately

F. CONSENT AGENDA

- F-1 Financial Statements for December 2017
- F-2 Financial Reports for December 2017
- F-3 Cash and Investments for December 2017
- F-4 Accountant's Report for December 2017
- F-5 Contract Renewals
- F-6 Contract Report
- F-7 Business Development **APPROVED 5-0**
  Palm Beach County Day
- F-8 Public Relations & Marketing
- F-9 Community Grants
  Wild Dolphin Project
- F-10 Rejection of RFPs & Authorization to Re-Advertise **APPROVED 5-0**
  - *Landscape Services*

- *Uniform Services*
- *Track Repairs*

F-11 RPB for Portwide Fence Screen Replacement **APPROVED 5-0**
F-12 RFB for Pest Control & Termite Services
F-13 Approval of Audit Committee Nominees
F-14 Approval of Contract for Litigation Consultant

G. DISTRICT REPORTS PRESENTED

G-1 Executive Director's Report
G-2 Engineering Report
G-3 Governmental Affairs Report
G-4 Commission Report – Inland Port

H. OLD BUSINESS

H-1 Peanut Island Update **PRESENTED**
H-2 Discussion of Ticketing Policy for Community Grants and Business Development **APPROVED 4-1; Commissioner McArthur dissented**
motion was made for the following:
Community Grants - two tickets per event per commissioner with no annual maxium
Business Development - two tickets per event per commissioner with $1,000 annual maximum
H-3 Consideration of AECOM Work Order Amendment #4
APPROVED 5-0
- Berth 17 and Paving Project

I. NEW BUSINESS

I-1 Approval of Selected Firms for CCNA ***no motion was made- status of negotiation process presented***
I-2 Approval of Contract – Tropical Fence, Inc. **APPROVED 5-0**
- 11th Street Fencing Project

I-3 Approval of Palm Beach County Sheriff's Office Memorandum of Understanding **APPROVED 5-0**
I-4 Approval of Disposal of Port Vehicles **APPROVED 4-0;**
Commissioner Richards stepped down from the dais and was not present to vote on this item
I-5 Approval of Southeast Hay Distributors Lease Agreement **APPROVED 5-0**
I-6 Approval of Payment of City of Riviera Beach Building Permit Fee for the Main Rail Spurs Improvement Phase 1 Project **APPROVED 5-0**
I-7 Consideration of Table Purchase for 2018 Mayor's Ball ***no action was taken as this was discussed under Item H-2***

J. COMMENTS FROM THE PUBLIC

K. COMMENTS FROM THE BOARD OF COMMISSIONERS

L. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting – Thursday, March 15, 2018 – 4:00 p.m.

M. ADJOURNMENT

NOTE: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION MADE BY THE BOARD OF COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE OR SHE NEEDS TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE ITEMS LISTED FOR THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL NOT BE DISCUSSED UNLESS A COMMISSIONER DESIRES TO DISCUSS AND, IN THAT CASE, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND DISCUSSED PRIOR TO THE REGULAR AGENDA ITEMS.

Tropic Fence, Inc.
"The only fence company you'll ever need"
1864 NW 21st Street, Pompano Beach, FL 33069
Phone 954-978-1250 Fax 954-960-1432
tropicfence@bellsouth.net

REVISED SALES QUOTE

December 20, 2017

TO: PORT OF PALM BEACH
KENNETH L. HEARN
ONE EAST 11TH STREET, STE 600
RIVIERA BEACH, FL 33404
561-383-4180 C 561-253-4810
HERN@PORTOFPALMBEACH.COM

FOR: 11ST FENCE PROJECT
[PROJECT ADDRESS]
BID DATE: DECEMBER 20, 2017

CHAIN LINK MATERIAL SPECIFICATIONS								
STYLE			TOTAL HEIGHT			FABRIC HEIGHT		
FABRIC TYPE			GAUGE			MESH		
SELVAGE			B/W TYPE			TOP RAIL		
LINE POST		O.D.	SPACED		O.C.	END POST		O.D.
CORNER POST		O.D.	WALK GATE POST		O.D.	DRIVE GATE POST		O.D.
GATE FRAMES: SGL		O.D.	GATE FRAMES: DBL		O.D.	FRAME COATING		
CONCRETE FOOTINGS								
LINE POSTS	12" X 36"		TERMINAL POSTS	12" X 36"		GATE POSTS	18" X 42"	

MATERIAL LIST

QUANTITIES FOR PORT OWNED PROPERTY

A - FENCING W/SCREENS - (724')
UNIT $30.00 TOTAL $21,720.00

B - SWING GATES
3 X 5'W X 6'H SWING GATES
UNIT $1050.00 EA TOTAL $3150.00

2 X 25'W X 6'H DBL SWING GATES
UNIT $2550.00 TOTAL $5100.00

1 X 27'W X 6'H DBL SWING GATE
UNIT $2550.00 TOTAL $2550.00

1 X 37'W X 6'H DBL SWING GATE
UNIT $3600.00 TOTAL $3600.00

2 X 40'W X 6'H DBL SWING GATE
UNIT $3600.00 TOTAL $7200.00

CRACKER BOY OWNED PROPERTY

A - FENCING W/SCREENS - (606')
UNIT $22.34 TOTAL $13,538.00

B - SWING GATES
1 X 4'W X 6'H SWING GATE
UNIT $850.00 TOTAL $850.00

1 X 20'W X 6'H DBL SWING GATE
UNIT $1500.00 TOTAL $1500.00

GRAND TOTAL FOR ALL ITEMS $15,708.00

GRAND TOTAL FOR ALL ITEMS $43,320.00

Tropic Fence, Inc. hereby proposes to furnish all labor, trucks, concrete, equipment and insurance necessary to install the above described materials as per ground plan herewith. Quotation is subject to the attached applicable Terms & Conditions located on page 2 of 2. Title to the above property shall remain in the name of Tropic Fence, Inc. until payment in full is received. In the event the money due or any portion has to be collected on demand by an Attorney or by lawsuit, the purchaser agrees to pay all costs of collection including interest at the highest legal rate and a reasonable attorney's fee. This is a retain title contract.

QUOTATION PREPARED BY: STEVE NESPOLI
TROPIC FENCE, INC (954) 234-1046 CELL
TITLE: VICE PRESIDENT
DATE: DECEMBER 20, 2017

ACCEPTED:
BY: [signature]
TITLE: Executive Director
DATE: 2/2/2018

THANK YOU FOR YOUR BUSINESS!
TROPIC FENCE IS A STATE CERTIFIED MINORITY & BROWARD COUNTY CERTIFIED CBE COMPANY

TERMS & CONDITIONS

December 20, 2017

1. **LEAD TIMES:** TROPIC FENCE WILL PROCEED WITHIN 3-4 WEEKS AFTER RECEIPT OF A NOTICE TO COMMENCE WORK, APPROVED SHOP DRAWINGS AND PERMITS ARE OBTAINED. PLEASE ALLOW 2-3 WEEKS FOR PREPARATION OF SHOP DRAWINGS AND DESIGN CALCULATIONS AFTER RECEIPT OF PURCHASE ORDER OR EXECUTED SUBCONTRACT AGREEMENT. PLEASE ALLOW 2 WEEKS FOR REVISIONS TO SHOP DRAWINGS FOR RE-SUBMITTAL. MANUFACTURING LEAD TIMES ARE SUBJECT TO CHANGE DUE TO WORKLOAD AT TIME OF PRODUCTION.
2. PRICES ARE GOOD FOR 30 DAYS FROM THE DATE OF THE PROPOSAL
3. GC TO LOCATE AND MARK BOTH NEW AND EXISTING UTILITY & IRRIGATION LINES THAT ARE NOT THE RESPONSIBILITY OF UNCLE AND/OR SUNSHINE LOCATORS. TROPIC FENCE WILL NOT ASSUME RESPONSIBILITY FOR ANY AND ALL DAMAGE TO UNDERGROUND LINES, PIPES, WIRE, ETC. THAT ARE NOT CLEARLY MARKED.
4. GC TO ESTABLISH LAYOUT POINTS, CLEAR FENCE LINES, AND FINISH GRADE FOR FENCE LINES PRIOR TO INSTALLATION.
5. TROPIC FENCE IS TO BE PAID FOR ANY REPAIRS/REPLACEMENTS DUE TO THIRD PARTY DAMAGE.
6. CONTRACTOR TO PROVIDE SCHEDULE UPON EXECUTION OF SUBCONTRACT AGREEMENT.
7. RICE PREDICATED ON MOBILIZING TWICE FOR ALL REQUIRED WORK,
8. IF BONDS ARE REQUIRED, ALL COSTS AND PROCESSING FEES FOR THE BONDS WILL BE REIMBURSED TO TROPIC FENCE, INC. AT THE RATE OF 2% OF THE TOTAL JOB INCLUDING CHANGE ORDERS
9. IF ENGINEERED DRAWINGS AND CALCULATIONS ARE NECESSARY, ALL COSTS AND PROCESSING FEES WILL BE REIMBURSED TO TROPIC FENCE, INC.
10. IF A PERMIT IS REQUIRED, ALL COSTS AND PROCESSING FEES WILL BE REIMBURSED TO TROPIC FENCE, INC.
11. EXCLUSIONS: ELECTRIC GROUNDS, SURVEYS, TEMPORARY FENCING AND FENCE REMOVAL ARE EXCLUDED EXCEPT WHEN SPECIFICALLY STATED DIFFERENTLY ON THE PROPOSAL.
12. SUBMITTAL DRAWINGS: INCLUDED IN THIS QUOTATION IS ONE SET OF DRAWINGS IN PORTABLE DOCUMENT FORM (PDF) FOR APPROVAL. IF DESIGN OR SIZE CHANGES DICTATE ADDITIONAL SUBMITTALS ARE REQUIRED, ADDITIONAL CHARGES MAY BE ASSESSED TO THE PROJECT.

Manuel Emma — 2/27/18

SIGNATURE **DATE**

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

NEW BUSINESS
ITEM H-3

PREPARED BY: Ken Hern Senior Director Operations, Security & Facilities July 26, 2017

SUBJECT: **11th Street Fencing Project**

- Award of Contract – Tropical Fence, Inc

BACKGROUND:
The current ornamental fencing, along 11th street and Ave C, is currently in disrepair, unsightly and in need of replacement. Port Staff has been in discussions with our neighbor, Martin Murphy, to work in a collaborative effort to improve this area with his concurrence and financial participation.

This project is currently planned for the fencing on the north & south side of 11th street and the Port's main entrance on Avenue C into the Port. Replacement fencing will be in compliance with city code, consisting of 6' green powder coated fencing with green mesh screening.

With the approval of the Commission this project was advertised in the Palm Beach Post and Port's website in accordance with the Port procurement process. Two (2) bids were received utilizing unit pricing and evaluated by our Port Engineer.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

FINANCIAL IMPACT: This project is funded by the FY 17/18 Renewal and Replacement budget, initial project estimates reflecting a total project cost of $30,300.00. (Port side $20,000.00 / Cracker Boy $10,300.00)

RECOMMENDATION: Port staff respectfully request the Board of Commissioners to award this project to Tropic Fence, Inc.

Respectfully Submitted By:

Manuel Almira

Manuel Almira, Executive Director

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

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

BOARD OF COMMISSIONERS
of the
PORT OF PALM BEACH DISTRICT

APPROVED/NOT APPROVED

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

Regular Board Meeting
4:00 p.m.
Thursday, August 17, 2017
One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921

- THIS MEETING IS OPEN TO THE PUBLIC -

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

I. REGULAR BOARD MEETING

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

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

A. CALL TO ORDER / ROLL CALL

B. **PLEDGE OF ALLEGIANCE**

C. **APPROVAL OF THE MINUTES APPROVED 5-0**
Meeting of July 13, 2017

D. **ADDITIONS, DELETIONS, PRESENTATIONS, ANNOUNCEMENTS**

E. **CONSENT AGENDA ALL CONSENT ITEMS APPROVED 5-0**

- E-1 Financial Statements for June 2017
- E-2 Financial Reports for June 2017
- E-3 Cash and Investment June 2017
- E-4 Accountant's Report June 2017
- E-5 Contract Renewals
- E-6 Contract Report
- E-7 Marketing and Business Development
- E-8 Correspondence
- E-9 Items for Ratification
- E-10 Request to Advertise Request for Proposals

F. **DISTRICT REPORTS PRESENTED**

- F-1 Executive Director's Report
- F-2 Engineering Report
- F-3 Governmental Affairs Report

G. **OLD BUSINESS**

- G-1 Palm Beach Maritime Museum Lease Update **UPDATE PROVIDED**
- G-2 Akerman Senterfitt (ASE) Contract Renewal **APPROVED 5-0**

H. **NEW BUSINESS**

- H-1 Request for Approval of Paradise Cruise Line Operator Ltd. Multi-Vessel Operating Agreement **APPROVED 5-0**
- H-2 Request to Purchase Video Management System **APPROVED 5-0**
- H-3 Award of Contract for 11th Street Fence Project **APPROVED 5-0**
- H-4 Adoption of District and Freight Tariffs **APPROVED 5-0**
- H-5 Approval of JPA No. 1 – MOB Upland Cargo Improvements Project **APPROVED 5-0**
- H-6 Request for Commission Direction on Proclamation Request Policy **DEFERRED 5-0**; ***to be presented at the September 21st meeting***
- H-7 Approval for Work Order for Slip 1 and Marginal Wharf Crane Loading Assessment
  This item was pulled by Executive Director, Manuel Almira

H-8 Request to Advertise a Request for Qualifications (RFQ) Under the CCNA Process **APPROVED 5-0**

H-9 Consideration and Selection of Group Health Insurance Providers & Broker of Record **APPROVED 5-0**

H-10 Port Of Palm Beach General Insurance Renewals/Purchases **APPROVED 5-0**

I. COMMENTS FROM THE PUBLIC

J. COMMENTS FROM THE BOARD OF COMMISSIONERS

K. SET NEXT MEETING DATE

Regular Board Meeting – Thursday, September 21, 2017 – 4:00 p.m.

L. ADJOURNMENT

NOTE: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION MADE BY THE BOARD OF PORT COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE OR SHE NEEDS TO ENSURE THAT A VERBATIM RECORD OF THE **PROCEEDINGS** IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE ITEMS LISTED FOR THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL NOT BE DISCUSSED UNLESS A COMMISSIONER DESIRES TO DISCUSS AND, IN THAT CASE, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND DISCUSSED PRIOR TO THE REGULAR AGENDA ITEMS.

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

OLD BUSINESS
ITEM J-3

September 20, 2018

PREPARED BY: Venice Howard District Clerk/Records Administrator

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SUBJECT: **Status of MOB Project – City Issued Building Permit**

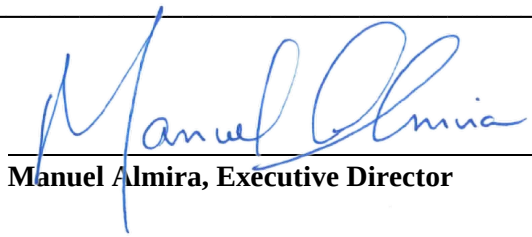
BACKGROUND INFORMATION: Staff will provide an oral presentation with an update.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X____

FINANCIAL IMPACT: N/A

RECOMMENDATION: Informational only.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

PORT OF PALM BEACH DISTRICT

MARITIME OFFICE BUILDING DEMOLITION AND CARGO YARD CONVERSION PROJECT

Timeline

Building Permit Application with City of Riviera Beach

West Construction Inc. filed for an application and permit with CRB-	June 28, 2018.
CRB email to West Construction Inc. with letter dated June 29 disapproving Permit. ➢ Letter from CRB Planning and Zoning Division dated June 6, indicating the Container yard construction is considered a new use and must go through site plan review.	July 2, 2018.
Port staff and counselors met at the CRB with City Manager Karen Hoskins, Jeff Gagnon Acting Director of Development Services and City counselor. Port indicated the importance of obtaining the permit by the CRB. The CRB concluded that the Port shall submit a site plan application for review and approval.	July 24, 2018.
Letter from CRB City Manager, Karen Hoskins, request the Port to submit a site plan application, which if submitted on or before the July 27th: ➢ City Staff will present to the Planning and Zoning Board on August 9th. ➢ City Staff will present a resolution for site plan approval to the City Council on August 15th City Council Meeting. ➢ City staff will continue review of the City Building permit application submitted on June 28th, with the goal of a Building Permit issuance following the August 15th City Council Meeting.	July 24, 2018.
Port Board of Commissioners held an Emergency Meeting to discuss the MOB permitting status and issues. CRB City Council Chair-Tonya Davis Johnson (by phone); City Manager- Karen Hoskins; Acting Dir. Of Community Development-Jeff Gagnon and Assistant City Attorney-Lina Busby attended the meeting.	July 26, 2018.
Port staff submit a complete site plan application to the CRB.	July 27, 2018.
Port Executive Director receives an email from Jeff Gagnon, CRB Acting Director of Development Services, indicating that the permit fees have not been paid. The total amount due is $44,520.01.	August 30, 2018.
West Construction issued payment for the associated building permit fees to the CRB in the amount of $44,520.01.	September 7, 2018.
CRB Interim Public Works Director, Terrence Bailey, issued letter to the CRB Building Division indicating that the Permit have been denied by the Engineering Division. The letter requests the Port to submit information prior to permit issuance.	September 13, 2018.

BOARD OF COMMISSIONERS

PORT OF PALM BEACH DISTRICT

Emergency Meeting

- - -

Thursday, July 26, 2018

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

4:00 p.m. - 4:19 p.m.

- - -

ATTENDING:

Jean L. Enright, Chair
Peyton W. McArthur, Vice Chair
Katherine M. Waldron, Secretary/Treasurer
Blair J. Ciklin, Commissioner
Wayne M. Richards, Commissioner
Manuel Almira, Executive Director
José R. Soler, Port Engineer
Carl Baker, Director of Planning
Ken Hern, Sr. Director, Seaport Operations and Security
Jarra Kaczwara, Sr. Director, Business Development
Daniel Kirchman, Port Comptroller
Gregory Picken, Port Attorney
Beatrice Greffin, Director of HR and Administration
Tonya Davis Johnson, City Council Chair (by telephone)
Karen Hoskins, City Manager
Jeff Gagnon, Acting Director of Community Development
Lina Busby, Assistant City Attorney

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BE IT REMEMBERED that the following Emergency Board Meeting was had at Port of Palm Beach, One East 11th Street, Riviera Beach, Florida, on Thursday, July 26, 2018, beginning at 4:00 p.m., with attendees as hereinabove noted, to wit:

- - -

CHAIR ENRIGHT: The Board of Commissioners' Emergency Meeting will now come to order.

Please call the roll.

MS. GREFFIN: Chair Jean Enright.

CHAIR ENRIGHT: Present.

MS. GREFFIN: Vice Chair Peyton McArthur.

VICE CHAIR McARTHUR: Present.

MS. GREFFIN: Secretary/Treasurer Katherine Waldron.

COMMISSIONER WALDRON: Here.

MS. GREFFIN: Commissioner Wayne Richards.

COMMISSIONER RICHARDS: Here.

MS. GREFFIN: Commissioner Blair Ciklin.

COMMISSIONER CIKLIN: Here.

MS. GREFFIN: Executive Director Manual Almira.

EXECUTIVE DIRECTOR ALMIRA: I'm here.

MS. GREFFIN: Port Counsel Gregory Picken.

MR. PICKEN: Here.

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EXECUTIVE DIRECTOR ALMIRA: We have a quorum.

MS. GREFFIN: We have a quorum.

CHAIR ENRIGHT: Thank you. Please, let's stand for the Pledge of Allegiance.

(Pledge of Allegiance recited.)

CHAIR ENRIGHT: You may be seated. Thank you very much.

Today we have an emergency meeting, as called, and Mr. Almira, will you please come forward to discuss C.1, which is new business.

EXECUTIVE DIRECTOR ALMIRA: Thank you, Commissioners. Good afternoon.

You recall, Commissioners, during our last Board meeting you requested a special meeting to be held today to discuss the permit on the MOB project.

Since the last meeting, José Soler, Larry Smith, Greg Picken and myself met with staff members of the City of Riviera Beach, which included Karen Hoskins, City Manager; Jeff Gagnon, Planning and Zoning; Andrew DeGraffenreidt -- I hope I pronounced that correctly -- City Attorney; and by phone, Tonya Davis Johnson, Chair, City Councilwoman.

After an extensive discussion, the City has offered, which you will see in the letter that's in front of you, that they will expedite review and

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approve a site plan associated with the demolition and construction of the new cargo yard area. We are required to submit a site plan by tomorrow. Then the City will present the site plan to the Planning and Zoning Board on August the 9th and a resolution for the site plan approval to the City Council on August 15th. Concurrently, City staff will work towards the issuance of a building permit.

As you see, we have our guests, which include Jeff Gagnon, Karen Hoskins, Mr. Willie Horton I believe is making his way in, as well as Lina Busby, Assistant City Attorney.

Commissioners, we are at a junction right now that we are, as the City staff is also here, to answer any questions, any concerns that you may have.

And by the way, my apologies. By phone we have Councilwoman Tonya Davis Johnson, who is the Chairperson of the City.

So again, if there are any questions, City staff is here. We welcome them. Thank you for being here; thank you for participating with us.

The Council Chair, Madam Chair, thank you very much. I hope you can hear me. With that in mind --

CHAIR DAVIS JOHNSON: Thank you, I can.

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EXECUTIVE DIRECTOR ALMIRA: -- if you have questions.

CHAIR ENRIGHT: Thank you.

First, I would just like to thank the City of Riviera Beach for coming today to resolve this issue and problem. Now, first I would really like to just say thank you to your Chairperson, Tonya Davis Johnson, for working with me and working with our staff to make this happen; also, the City Manager, Karen Hoskins and the other staff members of the City of Riviera Beach.

Commissioners, are there any questions? I'm going to start -- I guess I'll start to my right and work my way all the way down.

Commissioner Waldron.

COMMISSIONER WALDRON: I see the letter here that was sent by Karen Hoskins, so I think this advances the ball quite a bit. So I think -- I don't know how the other Commissioners feel, but I feel that this is very doable, the way they've presented it to us.

CHAIR ENRIGHT: Commissioner Richards. Thank you.

COMMISSIONER RICHARDS: I fully agree. It's nice when two governmental entities can work together. My question for our staff is by when do we need the

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actual permit to be issued?

EXECUTIVE DIRECTOR ALMIRA: The actual permit to be issued? I'll give you a general answer: As soon as possible.

I did have a meeting with Tropical Shipping yesterday. They are closely monitoring the situation, and they would like to see this permit, obviously, in our hands as soon as possible. We do have a deadline, Commissioner, a benchmark of December of this year that we must have it. Otherwise, they will, or they can pull out of the deal.

COMMISSIONER RICHARDS: Okay, thank you.

CHAIR ENRIGHT: Commissioner McArthur.

VICE CHAIR McARTHUR: Now, I would just like to thank City officials for working with us, and Ms. Tonya Davis Johnson, who tried diligently to get me on the phone. It's much appreciated, and we look forward to moving forward and working with you.

CHAIR ENRIGHT: Commissioner.

COMMISSIONER CIKLIN: I just didn't know if there's anything from our attorney that we need to add. And the only question that I want to make sure is that this covers, Greg, the demolition and the -- the two.

MR. PICKEN: It's my understanding that the demolition -- now, here is hearsay. It was my

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understanding that the demolition permit was not an issue, that the demolition permit was not related -- that the site plan issue was not related to the demolition permit, and that that was going to issue regardless of the site plan issue. The building permit, as I understand it, is what is hanging on the site plan issue.

COMMISSIONER CIKLIN: Okay. Well, as long as I can hear from somebody with the City --

CHAIR ENRIGHT: The City.

COMMISSIONER CIKLIN: -- that on the 15th we're going to have both, then I'm fine.

CHAIR ENRIGHT: Mrs. Hoskins, can you address that issue for us, please?

MS. HOSKINS: Madam Chair, thank you for inviting us. And Interim Director Jeff Gagnon will be able to address that question.

MR. GAGNON: See if my microphone is on. I'll just go up there.

Thank you, Port Commissioners. Thank you for having us.

The question to answer in short is there's no issue with the demolition permit. What happened was both were submitted simultaneously, and that's why the demolition permit was questioned concurrently.

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However, there's no issue with moving forward with the demolition permit, potentially even sooner than the 15th.

COMMISSIONER CIKLIN: Perfect.

CHAIR ENRIGHT: Any other questions?

VICE CHAIR McARTHUR: Madam Chair.

CHAIR ENRIGHT: Go ahead.

VICE CHAIR McARTHUR: Do we need to authorize our attorney to do anything? Greg, do we need to authorize you to do anything, or we're just going to --

MR. PICKEN: Well, the Board -- no, not at this time. The City Council meeting will be the 15th, as I understand it, and our next Board meeting is the 16th. So if there's something that we need to address, we can address it at that time.

I also wanted to say that it was my understanding that there was an understanding at the meeting that this was being done without waiver of rights of either party to argue about the Interlocal Agreement or whether City code controls over the Interlocal Agreement, the Interlocal Agreement controls over City code, any of that. We're all reserving our rights on that issue.

VICE CHAIR McARTHUR: Very good.

CHAIR DAVIS JOHNSON: Can he speak up just a

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little bit, please?

CHAIR ENRIGHT: Can you speak up in the mike so the Chair can hear you by phone?

MR. PICKEN: I'm sorry. I think -- okay, I thought there may have been a question from one of our engineers, but apparently his issue has been resolved.

COMMISSIONER CIKLIN: All right.

CHAIR ENRIGHT: Any other questions?

Okay, so Chairperson Davis Johnson, it appears that this issue has been resolved and it is on the way to just being stamped by your Commissioners, so thank you very much.

C.2.

UNIDENTIFIED SPEAKER: Gerald Ward.

CHAIR ENRIGHT: Oh, Gerald Ward.

CHAIR DAVIS JOHNSON: If I may --

CHAIR ENRIGHT: Yes.

CHAIR DAVIS JOHNSON: -- I would just like to thank our staff, as well as the Port staff, for spending the time that we did in order to reach resolve, you know, because as community partners, we want to make sure that we are working together in support of each other's initiatives. So thank you so much for allowing me to participate today by phone, and I wish you all well.

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CHAIR ENRIGHT: Thank you very much; thank you.

I have comments by the public. Mr. Ward.

MR. WARD: Good afternoon. Gerald Ward, 2135 Broadway, the great City of Riviera Beach.

This issue actually dates back to 1995, 1996 with the adoption of the first Interlocal Agreement. At that point in time, we had the crazy Skypass underway, and design, and we ended up with using that to accomplish several other joint participations of the County, the City and the Port.

We go back to this issue specifically to circa March 2017. Last year you were getting very close to having a major revision of the Tropical lease, of which the demolition of the MOB was a major issue, which has substantial parking, a conversion to a money making cooling container station, and certainly it's probably warranted.

If you look at the schedule that came out in approximately June of last year, you see that they wanted to not to submit to the City until June of 2018. And I made comments at the point in time then to various people here that that was suckering the City, looking to pick a fight. And so you did.

But the point is the Interlocal Agreement is

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absolutely the key to the solution of these problems.

And I would like to make two -- three exhibits and talk about a fourth item.

But you are part of the County's Comprehensive Plan. When you decided to change the statutes to get into the County system versus the original system was the City of Riviera Beach's Comp Plan, you ended up participating in that. Now, certain of you have tried to get you to actually pay for part of this, and IPARC is a particular area.

So I've given to the Clerk the three exhibits which demonstrate that you need to get with the joint cooperation program, and your staff needs to be ordered to be there and participate with the higher level government, the City of Rivera Beach.

So here's the exhibits for the court reporter, and the Clerk has hers already.

CHAIR ENRIGHT: Thank you.

Mr. Almira, C.2.

EXECUTIVE DIRECTOR ALMIRA: C.2, yes. Jarra will be discussing this one.

CHAIR ENRIGHT: Thank you.

EXECUTIVE DIRECTOR ALMIRA: Thank you.

MS. KACZWARA: Jarra Kaczwara, Senior Director, Business Development.

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We're not prepared, Madam Chair and Commissioners, to present this item before you this evening. However, if I could provide an update, Gary, Dytrych & Ryan will be preparing a petition for this tax assessment for Berth 1, and we will be providing an update at the next Board meeting.

COMMISSIONER WALDRON: Great. Thanks.

CHAIR ENRIGHT: Any questions?

MS. KACZWARA: Thank you.

CHAIR ENRIGHT: Thank you very much.

I have another card from -- I'm sorry.

Commissioner McArthur.

VICE CHAIR McARTHUR: Do we need to authorize Mr. Picken to do anything, or is that enough?

MR. PICKEN: Not at this time. Under our agreement with the Port, we hire, from time to time, subcontractors.

VICE CHAIR MCARTHUR: Thank you.

CHAIR ENRIGHT: And there's no time limit on this item?

MR. PICKEN: Well, the tax protests need to be filed by the 29th, so that's going to be done tomorrow. As far as hiring consultants, we have time for that.

CHAIR ENRIGHT: Okay. Thank you very much.

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I have Mr. Ward with comments. Mr. -- let me let Commissioner Richards --

COMMISSIONER RICHARDS: No. I'm sorry, I thought he spoke.

CHAIR ENRIGHT: He has this card also.

COMMISSIONER RICHARDS: Oh, yes.

CHAIR ENRIGHT: He has something on every card.

So Mr. Ward, C.2.

MR. WARD: Gerald Ward, 2135 Broadway.

This issue is something that goes back to the original formation of the deepwater Port Authorities in the state of Florida, not your Charter, but we're talking about Ports Council and the deepwater ports.

This particular Berth 1 is fully accessible to what we would call deep water. Even though basin -- the turning basin extension is only a 25 foot authorized project at one time, it is deep water.

Now, when you finally get around to doing your visionary for expansion of the Port going west of U.S. 1, the use of shallow drafted mega yachts certainly ought to go west of U.S. 1, underneath the Skypass, and keep out of what is much more profitable revenue for deepwater ships.

So you have a contract backup that's with

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this item that is now, I guess, somewhat withdrawn for an amendment, which again cites that you want to have a three year term, which is now two and a half years, and that the extensions are two three-year periods. So you need to continue to see that we have the ability to convert this back to the deepwater facility that it was designed for.

CHAIR ENRIGHT: Thank you.

Now we will have any comments from our Commissioners.

Commissioner.

MS. WALDRON: I'm fine, thanks.

COMMISSIONER RICHARDS: Nothing further.

COMMISSIONER CIKLIN: No.

VICE CHAIR McARTHUR: Nothing today.

CHAIR ENRIGHT: Nothing.

Mr. Almira, Mr. Picken, any comments?

MR. PICKEN: No, thank you.

CHAIR ENRIGHT: Okay, let's go on. Now I will -- we will now set the next meeting, which will be Board of Commissioners meeting on August 16th at 4 p.m. Before the meeting, at 3 p.m., we will have a budget workshop. Then after the budget workshop, right before the 4:00 meeting, we will have an executive session.

Any other comments?

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MR. WARD: You skipped item D, delta.

CHAIR ENRIGHT: Oh, you want to --

COMMISSIONER WALDRON: Did you want to speak again?

CHAIR ENRIGHT: You're going to speak --

MR. WARD: I have a card in on that also.

CHAIR ENRIGHT: Thank you.

I'm sorry, Commissioners. Please forgive me.

Go on, Mr. Ward.

MR. WARD: Well, it just is a great example today. You've had an emergency meeting that really should have been handled by staff in discussions back in March of 2017, certainly discussions prior to the June Board meeting when you adopted the Tropical schedule.

The communication with the City of Riviera Beach, they are not difficult people to deal with. I had some discussion with somebody within the day or two that they've got 400 plus employees, and I have never found that I can't go to the City staff. You don't have to go to the managers, and certainly not the five, the electeds. They're supposed to be like you, dealing in budgets and plans; particularly plans is the second highest priority. So a little more focus on that, with the staff doing the work, would certainly keep you from

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having to work so hard.

CHAIR ENRIGHT: I just want to make a comment. Mr. Ward, I really appreciate your comments, but I'm offended by some of the things you say about our staff and our Executive Director. I just have to tell you this. Just hold on a second. And we have professionals here at the Port of Palm Beach. Our staff, they know how to run this Port. And our Commissioners, they're here because they make the decisions. They're policymakers.

So you don't have to come here and continue to preach to us about what we need to do and how to run this Port. I appreciate your comments, but I just want you to know we have professionals that are here, and they do an outstanding job. Thank you very much.

MR. WARD: I'm glad you think that, but I happen to be the citizen and have a different opinion --

CHAIR ENRIGHT: Thank you very much.

MR. WARD: -- so my opinion trumps in America.

CHAIR ENRIGHT: Thank you very much for speaking.

Meeting adjourned.

UNIDENTIFIED SPEAKER: Madam Chair. Someone

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just walked in.

CHAIR ENRIGHT: Another one?

(Discussion held off the record.)

CHAIR ENRIGHT: Ms. Brabham, I know we just adjourned the meeting, but you have one minute; I'll give you one minute. I gave you one minute.

MS. BRABHAM: Thank you.

CHAIR ENRIGHT: I had just hit the gavel button.

MS. BRABHAM: Thank you to the Board and --

CHAIR ENRIGHT: Just one minute.

MS. BRABHAM: To the Board and Dr. Almira, good to see everybody. I would like to thank everyone that participated with me in the grieving of my beloved husband, Mr. Angus Brabham, on February the 17th. And some of the staff came out, and I would just like to say thank you for the support.

Also, I would also like to encourage the Board, I know you're into your sessions, your budget and everything, and it was on that, keeping in your agenda. Ms. Brabham is still advocating for Carter, the beautification, you know, the landscaping and all of that stuff there to unify State Road coming into the Port. So I'm hoping that all of that is included.

You're giving me your word?

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EXECUTIVE DIRECTOR ALMIRA: Well, I have in the past, yes.

MS. BRABHAM: Okay.

EXECUTIVE DIRECTOR ALMIRA: Yes.

MS. BRABHAM: So that's what I wanted to say. And thank you for allowing me that one minute.

CHAIR ENRIGHT: Thank you.

(Whereupon, at 4:19 p.m., the proceedings were concluded.)

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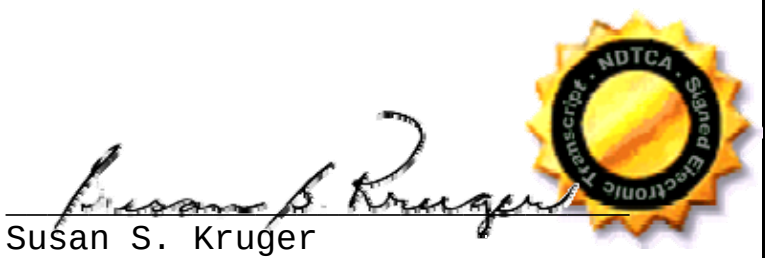
C E R T I F I C A T E

THE STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

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

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of August, 2018.



Susan S. Kruger

Electronically signed by Susan Kruger (301-013-329-9161) 6444ce98-da4c-4b46-8ac1-bdc4a25e767a

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PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM K-1

PREPARED BY: Paul Zielinski Deputy Director - CFO September 20, 2018

SUBJECT: **PORT OF PALM BEACH BUDGETS FOR FY 2019**
A) Consideration and approval of Budgets for Fiscal Year 2019
B) Adoption of the Resolution approving the FY 2019 Budgets

BACKGROUND INFORMATION: On August 18, 2018 the Board of Port Commissioners held a Budget Workshop to consider the proposed FY 2019 Operating Budget; FY 2019 Renewal and Replacement Budget; and the FY 2019 Capital Projects Budget.

Following management's presentation detailing the budget proposals for FY 2019, adjustments were made to the Operating Budget for FY 2018 to reflect the direction received from the Board of Commissioners with respect to increasing the anticipated legal budget by $350k. Management identified areas to partially offset this increase by $100k in both Business Development and Security/Operations.

Management is requesting approval of the attached FY 2019 Operating Budget, Renewal and Replacement Budget and Capital Improvement Budget. The Operating Budget for FY 2019 reflects Income before Capital Contributions of $2,110,815, a decrease of $250k from the amount that was presented at the Budget Workshop.

The FY 2019 Renewal and Replacement Budget and the FY 2019 Capital Improvement Budget have not changed from the Budgets provided at the August 18th workshop.

FISCAL IMPACT: Approval will establish appropriate Budgets for the Port of Palm Beach District as required by both our charter and Florida Statutes.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ___X___

RECOMMENDATION:

Motion to A) 1. Adopt the FY 2019 Operating Budget; 2. adopt the FY 2019 Renewal and Replacement, and Capital Improvement Budgets; 3. authorize the reduction of the Business Development expenses (within the Operating Budget) percentage to be less than 5% of the previous year's Net Operating Revenue and B) adopt the Resolution approving the FY 2019 Budgets.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved: _____ Motion By: _____
Disapproved: _____ Seconded By: _____
Deferred To: _____ Unanimous: Yes _____ No _____
Incorporated into Minutes: _____ By: _____



SECTION 1: FY 2019 OPERATING BUDGET

SECTION 2: OPERATING REVENUES FY 2019 BUDGET

SECTION 3: OPERATING EXPENSES FY 2019 BUDGET

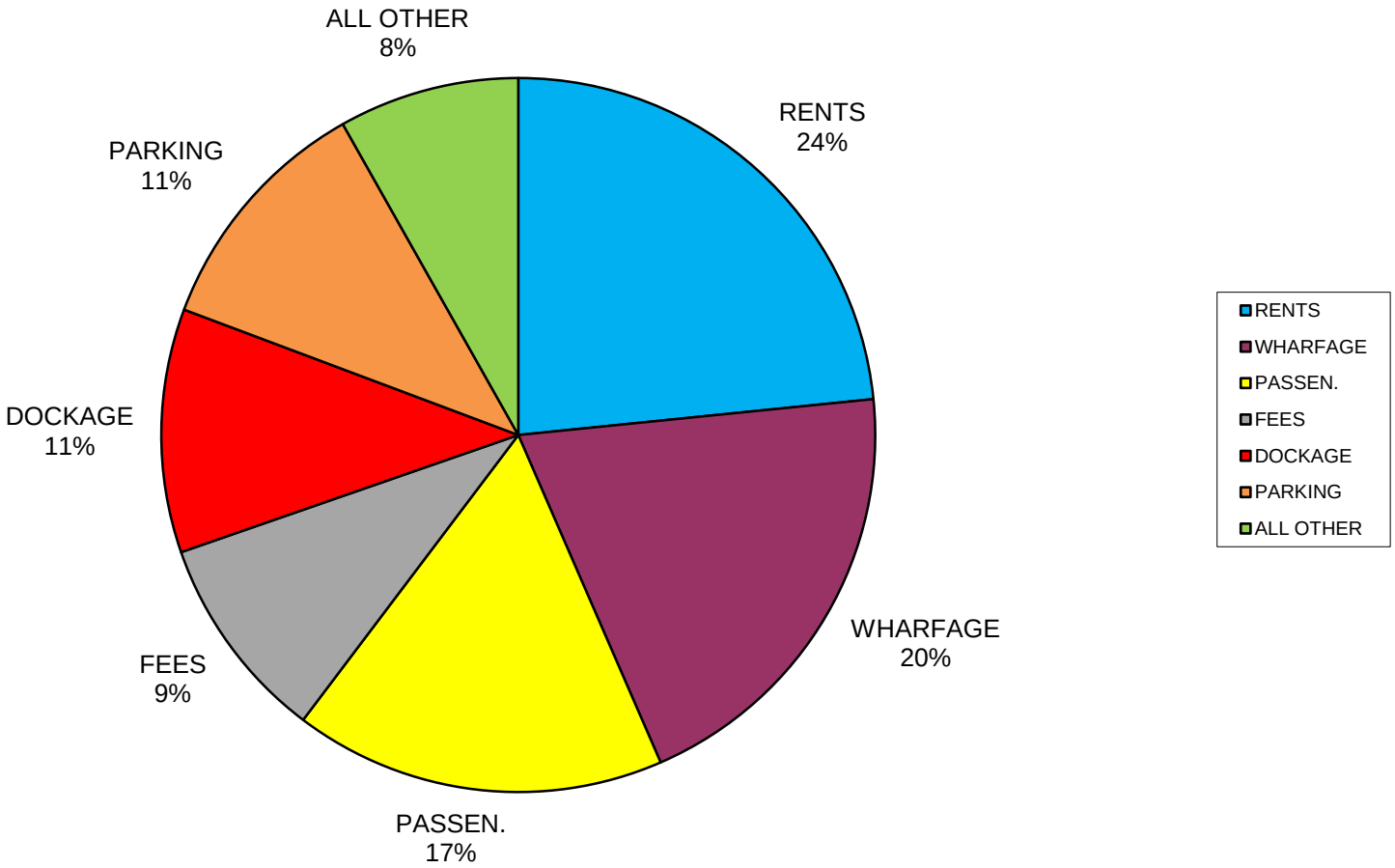


SECTION 1: FY 2019 OPERATING BUDGET

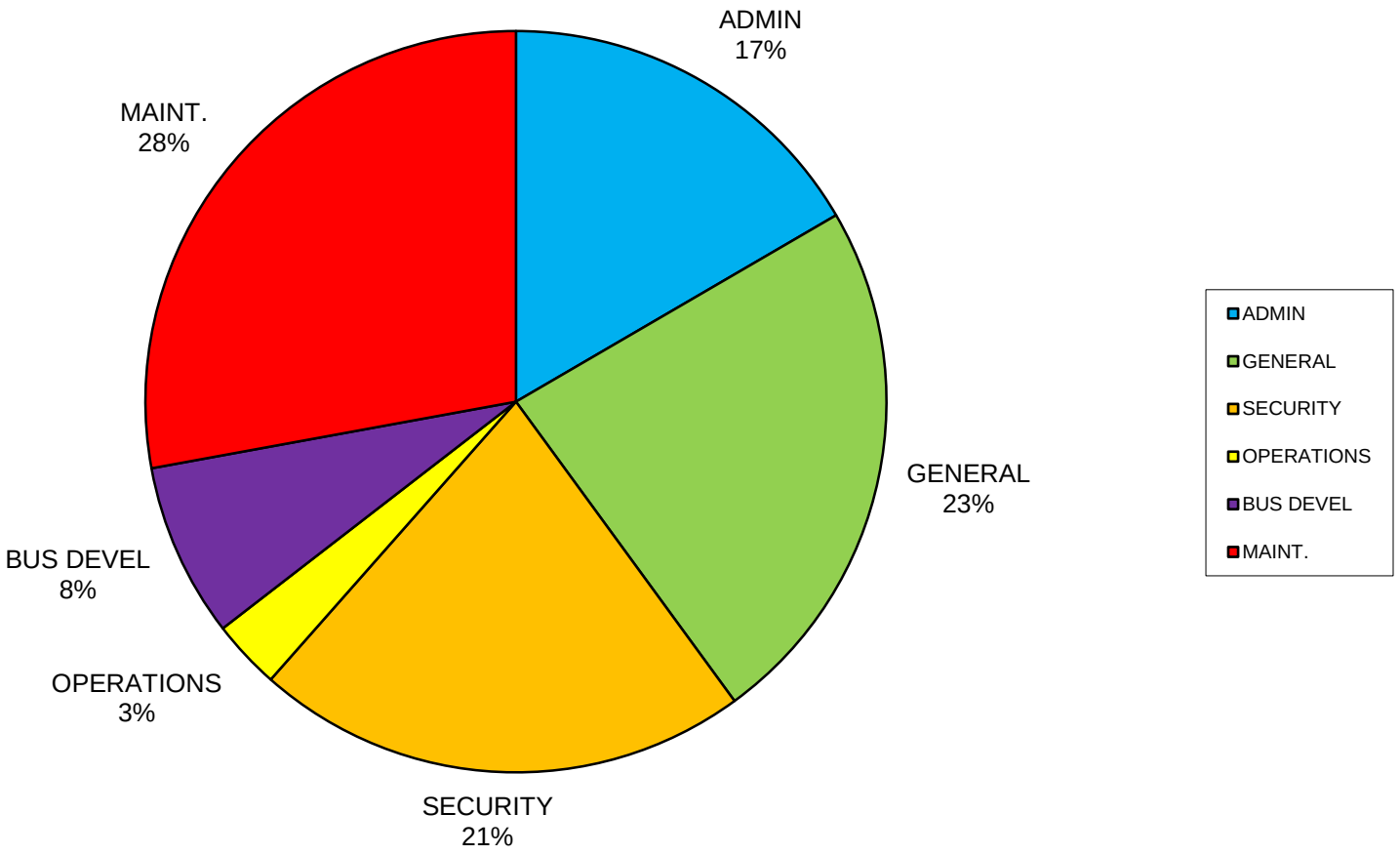
PORT OF PALM BEACH DISTRICT
FY 2019 OPERATING BUDGET
PROPOSED

	FY 2017 AUDITED RESULTS	FY 2018 REFORECAST BUDGET	FY 2019 PROPOSED BUDGET	Budgets FY 19 vs FY 18 Projected Variance Positive (Negative)
OPERATING REVENUES:				
Wharfage	$ 3,586,472	$ 3,885,867	$ 3,822,766	$ (63,101)
Dockage	2,214,939	2,285,008	2,101,233	(183,775)
Parking	1,440,349	1,578,718	2,115,380	536,662
Passenger Charges - Multiday	6,908,164	7,314,328	10,243,768	2,929,440
Storage	71,384	110,067	210,005	99,938
Water	95,249	90,336	103,439	13,103
Line Handling	127,600	130,802	122,488	(8,314)
Switching	628,742	665,214	706,060	40,846
Licenses and Permits	108,900	105,300	155,500	50,200
Vessel Bunkers	53,711	57,439	30,000	(27,439)
Cargo Terminal Fee	688,159	760,527	782,253	21,726
Security Fee	589,043	640,263	641,373	1,110
Identification Badging	28,857	30,675	23,765	(6,910)
Harbor Master Fees	181,962	193,991	207,350	13,359
Rental Income	4,239,509	4,067,154	4,455,035	387,881
Miscellaneous Income	569,935	668,961	361,671	(307,290)
Gross Operating Revenues	21,532,975	22,584,650	26,082,086	3,497,436
Marketing Support	(4,374,913)	(4,138,289)	(7,039,696)	(2,901,407)
Net Operating Revenues	17,158,062	18,446,361	19,042,390	596,029
OPERATING EXPENSES:				
Administration & Human Resources	767,734	721,522	757,025	(35,503)
Finance & Information Technology	932,404	898,108	1,057,215	(159,107)
General Expense	2,178,584	1,757,458	1,954,735	(197,277)
Engineering	25,211	28,000	57,000	(29,000)
Consulting	37,559	39,000	39,000	-
Legal	96,424	160,000	500,000	(340,000)
Operations	98,764	119,299	118,995	304
General Maintenance	1,517,959	1,605,435	1,805,610	(200,175)
Maritime Office Complex	268,270	309,500	339,000	(29,500)
Cruise Terminal	306,437	363,000	417,500	(54,500)
Southgate	61,339	79,500	83,200	(3,700)
Maritime Office Building	69,489	84,500	N/A	84,500
Railroad	132,403	164,167	210,315	(46,148)
Security	1,768,191	1,881,621	2,354,730	(473,109)
Business Development	647,885	739,304	819,725	(80,421)
Community Grants	7,856	10,000	10,000	-
Renewal and Replacement	221,658	500,000	400,000	100,000
OPERATING EXPENSES	9,138,167	9,460,414	10,924,050	(1,463,636)
OPERATING INCOME before Depr. & Amort.	8,019,895	8,985,947	8,118,340	(867,607)
Amortization Expense	(28,817)	(48,817)	(52,025)	(3,208)
Depreciation Expense	(4,757,631)	(4,760,694)	(5,104,000)	(343,306)
OPERATING INCOME	3,233,447	4,176,436	2,962,315	(1,214,121)
Non-Operating Revenues (Expenses):				
Operating Grant Revenue	55,772	75,000	75,000	-
Operating Grant Expenses	(28,690)	-	-	-
Gain (Loss) on disposition of assets	2,500	(1,215,000)	-	1,215,000
Insurance recoveries	60,721	-	-	
Interest Earnings	46,191	138,000	262,000	124,000
Interest on Bonds	(1,363,385)	(1,289,705)	(1,188,500)	101,205
Total Non-Operating Revenue (Expenses)	(1,226,891)	(2,291,705)	(851,500)	1,440,205
INCOME before capital contributions	$ 2,006,556	$ 1,884,731	$ 2,110,815	$ 226,084

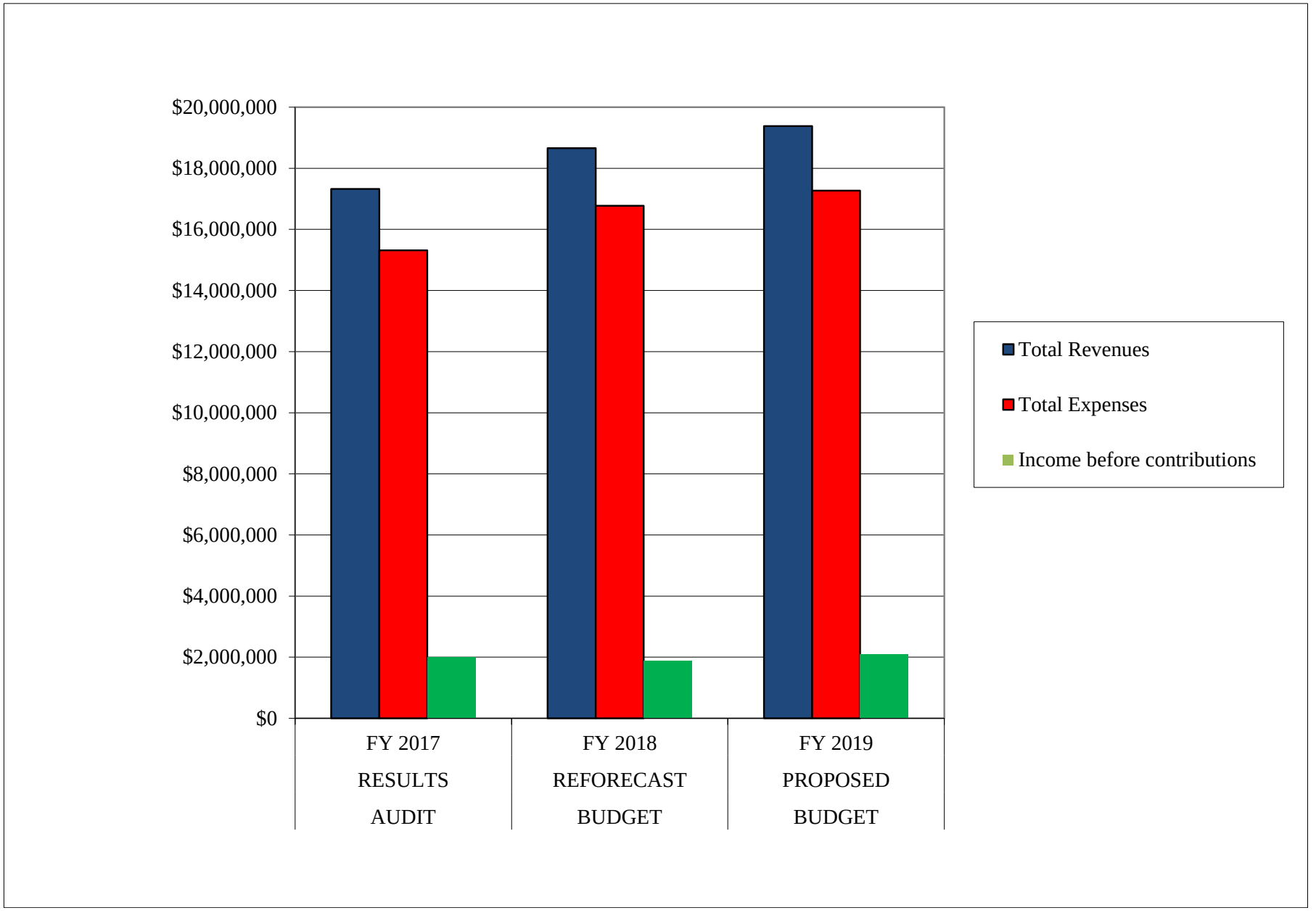
FY 2019 BUDGETED NET OPERATING REVENUE



FY 2019 BUDGETED OPERATING EXPENSES



FY 2019 BUDGETED TOTAL REVENUES, EXPENSES AND INCOME





SECTION 2: OPERATING REVENUES
FY 2019 BUDGET

PORT OF PALM BEACH DISTRICT
OPERATING REVENUES
FY 2019 BUDGET

Operating Revenue Types	Descriptions	Projected FY 2019 Revenues
Wharfage	*Charges assessed against the cargo or vessel on all cargo passing or conveyed over, onto, through or under Port facilities, or wharves or wharf premises or between vessels (to or from barge, lighter, or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage charges for multi-day cruise lines are included in Passenger Charges for FY 19.*	$3,822,766
Dockage	*Charges assessed against a vessel for berthing at or making fast to a Port wharf, pier, bulkhead structure, or bank, or for mooring to a vessel so berthed. Dockage charges for multi-day cruise lines are included in Passenger Charges for FY 19.*	2,101,233
Parking	*Cash collections from daily charges for privately owned vehicles of passengers boarding multi-day cruise ships sailing from the Port. The valet parking revenue is net fees after the parking share for the cruise line and valet company.*	2,115,380
Passenger Charges – Multiday	*An all inclusive per passenger trip charge, in lieu of individual charges under tariff for wharfage, dockage, security fees, passenger screening, terminal operating, and harbor master fees under the operating agreement with the multi-day cruise customer for the embarkation and disembarkation of passengers*.	10,243,768
Storage	*Port charges for cargo held in transit sheds, warehouses, open storage areas, or by special arrangement for a period of time beyond that considered in wharfage.*	210,005
Water	*Charges for the consumption of water by vessels, which take on water when calling at the Port. Operating expenses such as master meter charges and city water and sewer charges offset gross revenue for this line item.*	103,439
Line Handling	*Port charges for labor to assist in the docking of vessels and to tie lines from the vessel to the wharf.*	122,488
Switching	*Charges for operating the Port's intra-port rail to move cargo into and out of the terminal to the FEC rail line*.	706,060
Licenses and Permits	*Annual and specific charges assessed to all persons, firms, corporations, or other business entities carrying on the business of stevedoring, ship chandler, bunkering agent, commercial transportation or other miscellaneous activities at the Port. In addition, engineering permits are required for all construction on Port-owned property.*	155,500

PORT OF PALM BEACH DISTRICT
OPERATING REVENUES
FY 2019 BUDGET

Vessel Bunkers	*Charges assessed to trucks and barges delivering petroleum products to vessels.*	30,000
Cargo Terminal Fee	*Fee charges assessed to all Port tenants handling cargo at the Port.*	782,253
Security Fees	*Charges assessed to Port users to offset the cost of compliance with federal, state, and local security regulations.*	641,373
Identification Badging	*Commissions received for processing TWIC enrollments and renewals, and charges for crew badges.*	23,765
Harbor Master Fee	*Charges assessed on all vessels requiring dockage at Port facilities on a per call basis.*	207,350
Rental Income	*Lease rental charges for Port-owned real property rented for Port and non-Port related use.*	4,455,035
Miscellaneous and Other Income	*Income from various sources including equipment rental, FTZ, NICB, parking decals, heavy lift cargo fees, public use, and reservation fees, service charges, bankruptcy proceeds, and also labor charges for Port staff assigned to special projects described in the Tariff.*	361,671
Gross Operating Revenues		**$26,082,086**
Marketing Support	*Charges* assessed *and paid by the Port under the operating agreement with the multi-day cruise operator for the Port's participation in their marketing program*.	(7,039,696)
Net Operating Revenues		**$19,042,390**



SECTION 3: OPERATING EXPENSES
FY 2019 BUDGET

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

ADMINISTRATION & HUMAN RESOURCES		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-02-000-10-5100-00	Salaries - Commissioners	$ 47,500	$ 47,500	**$ 47,500**
00-02-000-10-5102-00	Salaries - Administration & HR	639,685	598,478	**654,070**
00-02-000-10-5205-00	F.I.C.A. Payroll Tax Expense	47,664	45,544	**49,695**
00-02-000-10-5207-00	Contracted Support Services	32,885	30,000	**5,760**
Total Administration & Human Resources Expenses		$ 767,734	$ 721,522	**$ 757,025**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

ADMINISTRATION & HUMAN RESOURCES

Line Item	Activity	Description
02-000-10-		
5100-00 To 5102-00	Salaries	Commissioners; Executive Director allocated at 70%; Port Engineer, Executive Assistant; Director of Planning; Director of Human Resources & Administration; District Clerk, Receptionist.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

FINANCE & INFORMATION TECHNOLOGY		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-02-000-30-5200-00	Salaries - Finance & IT	$ 624,527	$ 598,890	**$ 690,115**
00-02-000-30-5205-00	F.I.C.A. Payroll Tax Expense	45,343	44,633	**51,550**
00-02-000-30-5207-00	Contracted Office Services	5,276	-	**-**
00-02-000-30-5780-00	Telephone - Communications	78,135	80,000	**83,000**
00-02-000-30-5670-00	IT Consulting & Support	28,850	49,450	**57,000**
00-02-000-30-5665-00	Computer Maintenance	69,418	53,135	**94,000**
00-02-000-30-5660-00	Computer Software/Supplies	7,857	10,000	**10,000**
00-02-000-30-5790-00	Postage - Office	3,361	3,000	**5,000**
00-02-000-30-5610-00	Office Maintenance	9,456	10,000	**10,000**
00-02-000-30-5625-00	Records Storage	2,710	3,000	**3,000**
00-02-000-30-5795-00	Printing - Office	6,742	6,000	**10,000**
00-02-000-30-5795-01	Public Notice Publication	14,184	5,000	**8,000**
00-02-000-30-5600-00	Office Supplies	18,891	20,000	**20,000**
00-02-000-30-5590-00	Miscellaneous - Office	17,654	15,000	**15,550**
Total Finance & Information Technology Expenses		$ 932,404	$ 898,108	**$ 1,057,215**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

FINANCE & INFORMATION TECHNOLOGY

Line Item	Activity	Description
02-000-30-		
5200-00	Salaries	Deputy Director-CFO allocated at 50%; Manager of Contract Compliance & Receivables allocated at 25%; Manager of Purchasing; Controller; Asst. Controller; Accounts Receivable, Payable and Financial Specialist; Specialist; Director of Information Technology and I.T. Specialist.
5600-00	Office Supplies	Costs to provide supplies for daily operation including forms, copy paper, copier toner/ developer, computer supplies, etc.
5610-00	Office Maintenance	Costs to maintain/repair office equipment, furniture, and fixtures at the Port offices. Also includes annual lease cost and maintenance expense for office copiers and expenses for the maintenance of other office machines and equipment.
5660-00	Computer Software/ Supplies	Includes cost of upgrades and annual registration/enhancement fees for designated operating programs.
5665-00	Computer Maintenance	Costs to maintain computer hardware and software. As original service and support warranties expire, additional maintenance agreements will be incurred or extended warranties need to be purchased.
5670-00	Computer Consulting	Costs associated with outside computer consulting/support for software and hardware issues.
5780-00	Telephone	Costs associated with office telephones, long distance, internet access, cable TV, mobile phones and tablets.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

GENERAL EXPENSE		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
00-02-000-00-5031-00	Audit & Accounting Services	$ 69,882	$ 89,000	**$ 95,000**
00-02-000-00-5040-00	Transcription Services for Board Meetings	8,283	8,500	**11,500**
00-02-000-00-5208-00	Unemployment Compensation	3,300	1,000	**1,000**
00-02-000-00-5250-00	General Insurance	515,543	374,000	**397,000**
00-02-000-00-5211-00	Group Health Insurance	856,675	917,000	**1,064,500**
00-02-000-00-5300-00	Employee Life Insurance	14,127	15,000	**16,800**
00-02-000-00-5300-01	Employee Short Term Disability	15,810	17,000	**15,800**
00-02-000-00-5209-00	Florida Retirement Expense	511,313	263,458	**288,635**
00-02-000-00-5210-00	Trustee Fees	6,948	7,500	**7,500**
00-02-000-00-5214-00	Drug-Free Workplace	695	1,000	**2,000**
00-02-000-00-5720-00	Insurance Contingency	-	10,000	**10,000**
00-02-000-00-5740-00	Membership Dues	2,152	4,000	**5,000**
00-02-000-00-5450-00	Ad Valorem Taxes - Tenants	27,332	10,000	**5,000**
00-02-000-00-5585-00	Employee Development & Training	19,828	25,000	**20,000**
00-02-000-00-5590-00	Miscellaneous	417	5,000	**5,000**
00-01-000-00-7920-00	Bad Debt Expense	126,279	10,000	**10,000**
Total General Expenses		$ 2,178,584	$ 1,757,458	**$ 1,954,735**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

GENERAL EXPENSE

Line Item	Activity	Description
02-000-00		
5031-00	Audit/Accounting Services	Annual required independent CPA audit fees, monthly cash and voucher audit, bond arbitrage and continuing disclosure reports, OPEB actuary report and other accounting related services that may be required.
5040-00	Transcription Services	Professional transcriptions services for the monthly board meetings and any special meetings.
5208-00	Training and Seminars	Professional development, continuing education seminars and various courses for staff to maintain licenses and improve skills. Also, the tuition reimbursement plan.
5209-00	Florida Retirement System (FRS)	Employer pension contribution as required by the FRS Pension Plan set by the State of Florida legislators.
5210-00	Trustees Fees for Bond Issues	Annual fees for trustee services as required by the Series 2002, 2007, 2013 and 2016 revenue bond issues.
5211-00	Group Insurance	Annual premiums for health, dental, and vision insurance for full-time Port employees less employees' paid portion.
5250-00	l Insurance	Annual premiums for the various commercial property, liability, umbrella and Workers' Comp., policies.
5300-00 -01	Employee Life & S.T. Insurance	Annual premiums for basic life and short term disability insurance for all Port employees.
5665-00	Computer Maint. Agreements	Costs to maintain hardware and software for board books and records management. As original service and support warranties expire, additional maintenance agreements will be incurred or extended warranties need to be purchased.
5720-00	Insurance Contingency –	General insurance deductibles paid by the Port for claims settled by the Port's underwriters.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

ENGINEERING		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-02-000-00-5021-00	Retainer - CH2MHILL	$ 12,000	$ 12,000	**$ 12,000**
00-02-000-00-5022-00	Other Fees/Expenses	13,211	16,000	**45,000**
Total Engineering Expenses		$ 25,211	$ 28,000	**$ 57,000**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

ENGINEERING PROGRAM

Line Item	Activity	Description
02-000-00-		
5021-00	Retainer – CHM2HILL	For representation by the Port Engineers at Board of Commissioners meetings, including expenses, and other miscellaneous non-project costs.
5022-00	Other Fees – Expenses	Special engineering and surveying projects that are not capital items.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

GOVERNMENTAL CONSULTING		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
00-02-000-00-5001-00	Government Consultant	$ 37,559	$ 39,000	**$ 39,000**
Total Consulting Expenses		$ 37,559	$ 39,000	**$ 39,000**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

GOVERNMENTAL CONSULTING

Line Item	Activity	Description
02-000-00-		
5001-00	Consulting	Professional representation relating to Federal, State and Local legislation, grants, funding and seaport transportation matters.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

LEGAL FEES		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-02-000-00-5012-00	Legal - Fees & Expenses	$ 96,424	$ 160,000	**$ 500,000**
Total Legal Expenses		$ 96,424	$ 160,000	**$ 500,000**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

LEGAL FEES

Line Item	Activity	Description
02-000-00-		
5012-00	Legal-Fees & Expenses	For expenses related to general legal matters, contracts and agreements, labor and union related matters, lawsuits, litigation, federal, state and local regulations.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

OPERATIONS		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-02-000-80-5200-00	Salaries	$ 82,257	$ 81,560	**$ 85,640**
00-02-000-80-5205-00	F.I.C.A. Expense	6,021	6,239	**6,555**
00-02-000-80-5500-00	Customer & Tenant Costs	269	20,000	**20,000**
00-02-000-80-5760-00	Uniforms	222	500	**500**
00-02-000-80-5780-00	Telephone - Communications	995	1,000	**1,300**
00-02-000-80-5595-00	Miscellaneous	9,000	10,000	**5,000**
Total Operations Expenses		$ 98,764	$ 119,299	**$ 118,995**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

OPERATIONS

Line Item	Activity	Description
02-000-80-		
5200-00	Salaries	Includes compensation for the Director of Security/ Facilities/Operations allocated at 20%; and the Port Duty Officer.
5500-00	Customer & Tenant Operating Costs	Contractual and non-contractual costs incurred by the Port on behalf of its customers, passengers and tenants to maintain and continue all port operations.
5760-00	Uniforms	Annual cost of uniforms for the Port Duty Officer.
5780-00	Telephone Expense	Mobile phone costs for the Port Duty Officer.
5595-00	Miscellaneous	Cost of training, business travel and other expenses.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

GENERAL MAINTENANCE		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
00-02-000-20-5200-00	Salaries	$ 420,181	$ 471,460	**$ 538,520**
00-02-000-20-5202-00	Overtime - Maintenance	50,125	50,000	**40,000**
00-02-000-20-5202-02	Overtime - Line Handling	27,679	30,000	**30,000**
00-02-000-20-5205-00	F.I.C.A. Expense	36,062	44,558	**46,550**
00-02-000-20-5780-00	Telephone - Communications	10,156	8,500	**12,000**
00-02-000-20-5775-00	Water	570,360	605,265	**700,000**
00-02-000-20-5775-01	Water - Maintenance Office	1,577	1,752	**2,500**
00-02-000-20-5775-02	Stormwater Assessment	68,607	70,000	**80,040**
00-02-000-20-5770-00	Electricity	123,157	135,000	**135,000**
00-02-000-20-5500-00	Equipment Rental	8,349	15,000	**15,000**
00-02-000-20-5555-00	Generator Supplies	10,770	10,000	**15,000**
00-02-000-20-5560-00	Building & Grounds	75,541	50,000	**75,000**
00-02-000-20-5565-00	Trash Removal	4,384	6,400	**10,000**
00-02-000-20-5760-00	Uniforms	14,823	20,000	**15,000**
00-02-000-20-5570-00	Boat Repair	173	-	**-**
00-02-000-20-5800-00	Gas & Oil	33,215	35,000	**36,000**
00-02-000-20-5821-00	Janitorial Services & Supplies	7,869	7,500	**-**
00-02-000-20-5580-00	Supplies	16,198	15,000	**25,000**
00-02-000-20-5585-00	Dock Repair	9,126	-	**-**
00-02-000-20-5595-00	Equipment Repair	28,968	30,000	**30,000**
00-02-000-20-5590-00	Miscellaneous	639	-	**-**
Total General Maintenance Expenses		$ 1,517,959	$ 1,605,435	**$ 1,805,610**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

GENERAL MAINTENANCE

Line Item	Activity	Description
02-000-20-		
5200-00	Salaries	Includes compensation and benefits for 11 positions: Director of Security/Facilities/Operations allocated at 40%; Maintenance Foreman; Senior Maintenance Workers and Maintenance Worker; and Janitors. These employees provide repair and maintenance services at all Port-owned facilities.
5202-00	Overtime – Maint.	Additional labor as required to service Port customers and tenants and maintain over 200 acres of port property on a 24-hour per day basis.
5202-02	Overtime – Line Handling	Additional labor as required to assist in the docking of vessels and to tie lines from the vessel to the wharf on a 24-hour per day basis.
5500-00	Equipment Rental	For the rental of equipment required for special projects on an as-needed basis.
5560-00	Building/Grounds	Port-wide general building repairs and grounds maintenance except for Southgate, Cruise Terminal, MOC, and MOB.
5770-00	Electricity	Electric service to all docks and wharves, and all port-owned facilities except for Southgate, Cruise Terminal, MOC, and MOB.
5775-00	Water	Costs for water and sewer, water meters, and fire hydrants port-wide including docks/wharves used by Port and customers/tenants.

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

GENERAL MAINTENANCE

Line Item	Activity	Description
02-000-20-		
5780-00	Telephone	Includes general telephone, elevator and alarm/alert lines at Maintenance Shop and all other Port-owned locations except Southgate, Cruise Terminal, MOC and MOB.
5565-00	Trash Removal	Trash Removal at all port-owned facilities except Southgate, Cruise Terminal, MOC and MOB.
5580-00	Supplies	Miscellaneous supplies and tools for the maintenance of port-owned property.
5585-00	Dock Repair	For repairs to docks and wharves.
5595-00	Equipment Repair	Repairs and maintenance to vehicle fleet including, cars, pick-up trucks, crane, man lift, backhoe, forklifts and other maintenance equipment.
5760-00	Uniforms	Annual cost for uniforms for maintenance workers.
5775-02	Storm Water Assessment	Fees assessed by the City of Riviera Beach for storm water maintenance.
5800-01	Gas & Oil	Fuel and oil for Port-owned vehicles and equipment.
5610-00	Office Equipment Maintenance	Annual lease cost and maintenance expense for office copier.
5821-00	Janitorial Services/Supplies	Janitorial services and supplies necessary to maintain the MOC and other Port properties.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

MARITIME OFFICE COMPLEX		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
07-02-000-00-5560-00	Building & Grounds	$ 44,681	$ 70,000	**$ 75,000**
07-02-000-00-5565-00	Trash Removal	29,412	35,000	**40,000**
07-02-000-00-5770-00	Electricity	69,604	75,000	**95,000**
07-02-000-00-5770-01	Electricity - Chiller	42,692	43,000	**43,000**
07-02-000-00-5780-00	Telephone - Internet - Alarms	3,553	6,000	**5,000**
07-02-000-00-5784-00	Telephone - Elevator	3,174	3,500	**4,000**
07-02-000-00-5810-00	HVAC Repairs & Maint.	53,506	50,000	**50,000**
07-02-000-00-5821-00	Janitorial Services & Supplies	21,648	25,000	**25,000**
07-02-000-00-5830-00	Window Cleaning	-	2,000	**2,000**
07-02-000-00-5720-00	Miscellaneous	-	-	**-**
Total Maritime Office Complex Expenses		$ 268,270	$ 309,500	**$ 339,000**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

MARITIME OFFICE COMPLEX

Line Item	Activity	Description
07-02-000-00-		
5560-00	Building/Grounds	Includes lawn maintenance, electrical, plumbing, roofing, alarm line repairs, pest control, paint/supplies, glass repair, hardware supplies and other infrastructure repairs and maintenance.
5565-00	Trash Removal	Annual cost for trash removal as required by leases.
5770-00	Electricity - Office	Electricity costs associated with the operation of the MOC.
5770-01	Electricity - Chiller	Electric charges associated with the operation of the Chiller.
5780-00 5784-00	Telephone	Elevator, fire, security, phone and internet lines and other communications necessary for port and tenant operations.
5810-00	HVAC Maint./Repair	Costs associated with maintenance of Chiller Plant and Air Handling Units
5821-00	Janitorial Services/Supplies	Janitorial services and supplies necessary to maintain the Maritime Office Complex.
5830-00	Window Cleaning	Semi-annual cost for cleaning the MOC windows.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

CRUISE TERMINAL		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
06-02-000-00-5560-00	Building/Grounds	$ 62,290	$ 75,000	**$ 85,000**
06-02-000-00-5570-00	FMT Loading Bridge Maint.	3,012	-	**-**
06-02-000-00-5770-00	Electricity	46,802	50,000	**65,000**
06-02-000-00-5770-01	Electricity - Chiller	28,461	33,000	**30,000**
06-02-000-00-5780-00	Telephone - Internet - Alarms	4,761	5,000	**6,000**
06-02-000-00-5784-00	Telephone - Elevator	3,174	3,000	**4,000**
06-02-000-00-5810-00	HVAC Maintenance/Repairs	36,180	50,000	**50,000**
06-02-000-00-5821-00	Janitorial Services/Supplies	121,670	145,000	**175,000**
06-02-000-00-5830-00	Window Cleaning	-	2,000	**2,500**
06-02-000-00-5720-00	Miscellaneous	87	-	**-**
Total Cruise Terminal Expenses		$ 306,437	$ 363,000	**$ 417,500**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

CRUISE TERMINAL

Line Item	Activity	Description
06-02-000-00-		
5560-00	Building/Grounds	Includes lawn maintenance, electrical, plumbing, roofing, alarm line repairs, pest control, paint/supplies, glass repair, hardware supplies, Passenger Loading Bridge for the cruise ships, and other infrastructure repairs and maintenance.
5770-00	Electricity - Terminal	Electricity costs associated with the operation of the Cruise Terminal.
5770-01	Electricity - Chiller	Electricity costs associated with the operation of the Chiller Plant.
5780-00 5784-00	Telephone	Elevator, fire, security, phone and internet lines and other communications necessary for port and tenant operations.
5810-00	HVAC - Maintenance/Repairs	Costs associated with maintenance of Chiller Plant and Air Handling Units.
5821-00	Janitorial - Services/Supplies	Janitorial, cleaning services and supplies necessary to maintain the Cruise Terminal.

PORT OF PALM BEACH
FY 2019 BUDGET
OPERATING EXPENSES

SOUTHGATE		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
08-02-000-00-5560-00	Building/Grounds	$ 10,982	$ 20,000	**$ 20,000**
08-02-000-00-5821-00	Janitorial Services & Supplies	367	2,000	**3,500**
08-02-000-00-5770-00	Electricity	37,358	35,000	**40,000**
08-02-000-00-5780-00	Telephone - Internet - Alarms	6,470	7,000	**8,000**
08-02-000-00-5565-00	Trash Removal	2,418	3,000	**4,200**
08-02-000-00-5810-00	HVAC Maintenance & Repairs	3,744	10,000	**5,000**
08-02-000-00-5720-00	Miscellaneous	-	2,500	**2,500**
Total Southgate Expenses		$ 61,339	$ 79,500	**$ 83,200**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

SOUTHGATE

Line Item	Activity	Description
08-02-000-00-		
5560-00	Building/Grounds	Includes lawn maintenance, electrical, plumbing, roofing, alarm line repairs, pest control, paint/supplies, glass repair, hardware supplies, and other infrastructure repairs and maintenance.
5565-00	Trash Removal	Annual cost for trash removal as required by leases.
5770-00	Electricity	Electricity costs associated with the operation of the Southgate Complex.
5780-00	Telephone	Elevator, fire, security, phone and internet lines and other communications necessary for port and tenant operations.
5810-00	HVAC Maint./Repair	Costs associated with the repair and maintenance of the buildings air conditioning and handling systems.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

RAILROAD		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
00-02-000-40-5200-00	Salaries - Railroad	$ 30,317	$ 31,000	**$ 31,000**
00-02-000-40-5202-00	Overtime - Railroad	32,998	30,000	**45,000**
00-02-000-40-5205-00	FICA -Railroad	4,668	4,667	**5,815**
00-02-000-40-5520-00	Locomotive Rental	-	2,500	**2,500**
00-02-000-40-5720-01	Train Derailment	-	10,000	**10,000**
00-02-000-40-5800-00	Fuel & Oil Locomotive	27,790	27,500	**40,000**
00-02-000-40-5500-00	Track Repairs & Maintenance	6,861	15,000	**25,000**
00-02-000-40-5505-00	Train Inspection	6,466	-	**6,000**
00-02-000-40-5510-00	Locomotive Repairs & Maintenance	18,417	35,000	**35,000**
00-02-000-40-5515-00	Railroad Equipment	572	5,000	**5,000**
00-02-000-40-5590-00	Miscellaneous	4,314	3,500	**5,000**
Total Railroad Expenses		$ 132,403	$ 164,167	**$ 210,315**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

RAILROAD

Line Item	Activity	Description
02-000-40-		
5200-00	Salaries	Compensation for Rail Supervisor & Engineer; Locomotive Engineers; and Switchmen assigned to the railroad operation of the Port.
5202-00	Overtime	As required on weekends and evenings to operate the railroad for movement of cargo for tenants.
5500-00	Track R & M	Repair and maintenance of Port-owned rail track.
5505-00	Train Inspection	Quarterly inspections of the locomotive required by the Federal Railroad Administration.
5510-00	Locomotive R & M	To provide repairs and maintenance for Port locomotive.
5515-00	Railroad Equipment	Miscellaneous supplies and equipment for the repair and maintenance of Port-owned railroad property and equipment.
5520-00	Locomotive Rental	Rental of FEC locomotive at times when Port locomotive is out of service.
5720-01	Train Derailment – Contingency	Potential costs that are contingent upon a possible train derailment.
5800-00	Fuel/Oil Locomotive	Fuel and oil for the daily operation of the Port-owned locomotive.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

SECURITY		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-02-000-50-5200-00	Salaries	$ 678,872	$ 710,093	**$ 732,120**
00-02-000-50-5202-00	Overtime	95,882	90,000	**51,000**
00-02-000-50-5205-00	F.I.C.A. Expense	56,448	61,208	**59,910**
00-02-000-50-5610-00	Subscriptions	-	-	**40,000**
00-02-000-50-5595-00	Security Equipment Repairs	17,803	25,000	**25,000**
00-02-000-50-5780-00	Telephone - Communications	10,731	11,000	**14,000**
00-02-000-50-5760-00	Uniforms	6,825	7,000	**10,000**
00-02-000-50-5800-01	Identification Badging	3,567	5,000	**5,000**
00-02-000-50-5810-00	Riviera Beach Police Presence	38,935	80,000	**146,100**
00-02-000-50-5820-00	Contract Security - Cargo Operations	132,569	104,000	**60,400**
00-02-000-50-5820-01	Contract Security - Cruise Operations	700,339	707,320	**1,067,600**
00-02-000-50-5820-02	Contract Security - Parking Operations	5,348	56,000	**118,600**
00-02-000-50-5350-00	Radio Maintenance	20,872	20,000	**20,000**
00-02-000-50-5590-00	Miscellaneous - Security	-	5,000	**5,000**
Total Security Expenses		$ 1,768,191	$ 1,881,621	**$ 2,354,730**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

SECURITY

Line Item	Activity	Description
02-000-50		
5200-00	Salaries	Director of Security/Facilities/Operations allocated at 40%, Compliance Manager; three sergeants, and twelve officers.
5202-00	Overtime	As required for 24-hour security Port-wide
5610-00	Computer Maint. Agreements	Costs to maintain hardware and software for security appliations. As original service and support warranties expire, additional maintenance agreements will be incurred or exended warranties need to be purchased.
5350-00	Radio Maintenance	All costs for portable two-way radios used in the department. Includes Maintenance Contracts.
5760-00	Uniforms	Required for a 24-hour professional security department.
5780-00	Telephone	Office telephone and cellular phones used by Port Security staff.
5800-01	Identification Badging	Fingerprint, background checks and badging of all applicable individuals as required by FDLE.
5810-00	R.B. City Police	Police presence to meet FDLE requirements.
5820-00	Contract Security - Cargo Operations	Contracted security officers to supplement existing Port staff security related to cargo operations.
5820-01	Contract Security - Cruise Operations	Contracted security officers to supplement existing Port staff security related to cruise operations. Includes passenger screeners and cruise terminal and parking lot security.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

BUSINESS DEVELOPMENT		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-08-000-00-5200-00	Salaries	$ 377,688	$ 387,633	**$ 418,090**
00-08-000-00-5205-00	F.I.C.A. Expense	25,832	26,811	**29,145**
00-08-000-00-5209-00	Florida Retirement System	37,574	40,360	**45,240**
00-08-000-00-5715-00	Training - Seminars	3,610	5,000	**5,000**
00-08-000-00-5730-00	Website	8,936	3,500	**3,500**
00-08-000-00-5780-00	Telephone - Communications	3,619	5,500	**5,500**
00-08-000-00-5860-00	Promotion	13,164	17,400	**26,250**
00-08-000-00-5700-00	Trade Development	20,138	41,500	**45,500**
00-08-000-00-5700-01	Trade Development - Meals	13,674	7,000	**10,000**
00-08-000-00-5700-03	Trade Missions	21,289	20,000	**-**
00-08-000-00-5703-00	Travel Expenses	14,625	20,000	**25,000**
00-08-000-00-5703-00	Travel Expenses - Commissioners	5,291	30,000	**30,000**
00-08-000-00-5710-03	Community Relations	8,812	18,000	**29,000**
00-08-000-00-5790-00	Postage	25	1,000	**1,000**
00-08-000-00-5700-02	Trade Development - Sponsorships	1,000	5,000	**10,000**
00-08-000-00-5704-00	Registration Fees - Travel	3,900	20,000	**30,000**
00-08-000-00-5740-00	Membership Dues	57,039	59,600	**62,500**
00-08-000-00-5745-00	Subscriptions	4,844	2,500	**10,000**
00-08-000-00-5850-00	Advertising	20,874	13,500	**19,000**
00-08-000-00-5870-00	Publications	600	10,000	**10,000**
00-08-000-00-5720-00	Miscellaneous	5,351	5,000	**5,000**
Total Business Development Expenses		$ 647,885	$ 739,304	**$ 819,725**

Note: The Port's revenue bond covenants require allocation of 5% of the previous year's gross revenues (FY 2018) to Business Development. This would amount to $929,215 based on the FY 2018 Budgeted Gross Revenues. The Board of Commissioners approved the request by Port management to reduce the Business Development budget by $109,493 which represents an approximate 4.41% allocation.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
BUSINESS DEVELOPMENT
MEMBERSHIP DUES
SUPPLEMENTAL SCHEDULE

Description	FY 2018 BUDGET	FY 2019 BUDGET
Florida Ports Council	$ 33,000	$ 33,000
American Association of Port Authorities	9,500	9,500
Contingency	4,165	5,470
Business Development Board	3,500	3,500
Florida Ports Council (marketing contribution)	-	2,500
News Service of Florida	2,000	-
Forum Club of The Palm Beaches	1,600	1,600
Nat'l Association of Foreign Trade Zones	1,200	1,250
North Palm Beach Chamber of Commerce	685	700
Central Palm Beach County Chamber of Commerce	580	580
Puerto Rican Chamber of Florida	-	500
Chamber of Commerce of the Palm Beaches	500	500
Florida Caribbean Cruise Association	500	500
South Atlantic & Caribbean Ports Association	-	500
Hispanic Chamber of Commerce of Palm Beach County	545	500
Florida Customs Brokers & Fowarders Association	425	500
Economic Forum of Palm Beach County	425	425
Palm Beach Chamber of Commerce	400	400
IANA/Transcomp	400	400
Marine Industries Association of Palm Beach County	150	150
Navy League	25	25
Total Membership Dues	**$ 59,575**	**$ 62,500**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

BUSINESS DEVELOPMENT

Line Item	Activity	Description
08-000-00-		
5200-00	Salaries	Salaries for Senior Director; Public Relations Specialist; Marketing Analyst and allocated salaries of 30% for the Executive Director; 50% for the Deputy Director–CFO; and 25% Manager of Contract Compliance & Receivables.
5700-00	Trade Development	To include convention-exhibitions, industry meetings and trade missions associated with promoting the Port in national and international trade markets.
5700-03	Trade Missions	Emerging market missions for sister ports and new markets.
5703-00 5704-00	Travel	Staff and commissioner travel expenses and registration fees for attending training seminars, conventions, and industry conferences.
5740-00	Membership Dues	AAPA, FPC and other industry, professional and economic development association membership fees.
5710-03	Community Relations	Public Awareness and Educational Programs to include materials, events and sponsorships to inform the community of various Port-related projects and activities.
5745-00	Subscriptions	Annual costs for industry-related publications, and local and regional newspapers.
5850-00	Advertising	To maintain existing business and attract new business through institutional advertising in trade publications which are widely read in the Port industry.
5860-00	Promotion	Costs of promotional items.
5870-00	Website	Cost of design, updates and maintaining Port's website.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

COMMUNITY GRANTS		**FY 2017**	**FY 2018**	**FY 2019**
		AUDITED	**REFORECAST**	**PROPOSED**
Account #	**Description**	**RESULTS**	**BUDGET**	**BUDGET**
00-08-000-00-5710-00	Community Grants	$ 7,856	$ 10,000	**$ 10,000**
Total Community Grants Expenses		$ 7,856	$ 10,000	**$ 10,000**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

COMMUNITY GRANTS

Line Item	Activity	Description
08-000-00-		
5710-00	Community Grants	Charitable and/or educational sponsorships, donations and/or attendance by commissioners for various community related programs.

PORT OF PALM BEACH DISTRICT
FY 2019 BUDGET
OPERATING EXPENSES

RENEWAL & REPLACEMENT		FY 2017	FY 2018	FY 2019
		AUDITED	REFORECAST	PROPOSED
Account #	Description	RESULTS	BUDGET	BUDGET
00-07-7XX-00-6300-00	Renewal and Replacement	$ 221,658	$ 500,000	**$ 400,000**
Total Renewal & Replacement Expenses		$ 221,658	$ 500,000	**$ 400,000**

PORT OF PALM EACH DISTRICT
FY 2019 BUDGETED
OPERATING EXPENSES

RENEWAL AND REPLACEMENT

Line Item	Activity	Description
07-7XX-00-		
6300-00	Renewal and Replacement	Expenses for major repairs and maintenance of Port facilities and operating equipment, excludes expenditures related to capital projects.

PORT OF PALM BEACH DISTRICT
FY 2019 RENEWAL & REPLACEMENT BUDGET

Sources of Funds			
	Renewal and Replacement Estimated Account Balance as of 9/30/18	$	850,000
①	Renewal and Replacement Estimated Allocation for FY 2019	$	929,218
	Passenger Infrastructure Fee	$	310,000
	FY 2016 Port Security Grant Remaining 75% Reimbursements	$	325,000
	Less: Renewal & Replacement Non-Capital Expenses in FY 2019 Operating		(400,000)
	Total Sources of Funds for Renewal and Replacement FY 2019 Budget	**$**	**2,014,218**
Uses of Funds			
	Building & Grounds		450,000
	Equipment		275,000
	Docks & Berths		150,000
	HVAC		100,000
	MIS upgrades		79,000
	Contingency		75,000
	FY 2016 Port Security Grant Expenditures		**433,333**
	Total Uses of Funds for Renewal and Replacement FY19 Budget	**$**	**1,562,333**
	Renewal and Replacement Estimated Account Balance as of 09/30/19	**$**	**451,885**

① **Port revenue bond covenants require allocation of 5% of previous year's gross revenue to renewal & replacement fund. Currently using FY 2018 Reforecast Budget Gross Revenues. The cash is deposited on the 15th of each month.**



FY 2019 CAPITAL IMPROVEMENT BUDGET

PORT OF PALM BEACH TOTAL CAPITAL PROJECTS (in $ thousands)

External Funding Sources	PROJECT NAME	Total Project Cost	Project Cost Ratio	Actual Expenditures thru 09/30/18	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	BEYOND	TOTAL
FDOT	On Port Rail Facility Expansion Project - Fin. Proj. # 436215 - Contract #ARL88 - SJPA # 4	$8,675	50/50	$0	$1,500	$1,500	$1,500	$1,500	$2,675	$0	$8,675
FDOT	Berth 17 Expansion - FM# 422827 - Contract # AR857 - Seaport Investment Program (FSTED) Bond Funded	$9,202	50/50	$9,202	$0	$0	$0	$0	$0	$0	$0
FDOT	Berth 17 Expansion - Fin. Proj. # 422827 - Contract #G0995 - JPA	$1,500	50/50	$250	$1,250	$0	$0	$0	$0	$0	$1,250
FDOT	Berth 17 Expansion - Fin. Proj. # 422827 - Contract #G0995 - SJPA # 1	$1,500	50/50	$0	$1,500	$0	$0	$0	$0	$0	$1,500
	Total Project	$12,202		$9,452	$2,750	$0	$0	$0	$0	$0	$2,750
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - JPA	$150	50/50	$150	$0	$0	$0	$0	$0	$0	$0
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - SJPA # 1	$619	50/50	$67	$552	$0	$0	$0	$0	$0	$552
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - Pending SJPA # 2	$3,000	50/50	$0	$1,524	$1,476	$0	$0	$0	$0	$3,000
Contract # ARS49	Total Project	$3,769		$217	$2,076	$1,476	$0	$0	$0	$0	$3,552
FDOT	MOB Demo & Cargo Laydown Capacity Improvements - Design & Permitting - Fin. Proj. # 439974 - Contract # G0E90 - JPA	$340	50/50	$340	$0	$0	$0	$0	$0	$0	$0
FDOT	Upland Cargo Improvement Project - MOB demo area Fin. Proj. # 440705 - Contract #G0O78 - JPA	$4,000	50/50	$0	$4,000	$0	$0	$0	$0	$0	$4,000
FDOT	Tropical Reefer Line Expansion - Fin. Proj. # 435033 - Contract # ARJ70 - JPA	$550	50/50	$0	$0	$550	$0	$0	$0	$0	$550
	Total Project	$4,890		$340	$4,000	$550	$0	$0	$0	$0	$4,550
FDOT	Area D Mitigation - Fin. Proj. # N/A - No JPA - Application Submitted - Approval Pending	$2,250	50/50	$0	$0	$0	$1,125	$1,125	$0	$0	$2,250
FDOT	Annex Property Site Improvements- Fin. Proj. # N/A - No JPA - Application Submitted - Approval Pending	$1,500	50/50	$0	$0	$1,500	$0	$0	$0	$0	$1,500
FDOT	Passengeer Loading Bridge Project - Fin. Proj. # 442200 - No JPA - Application Submitted - Approval Pending	$2,500	50/50	$0	$0	$0	$2,500	$0	$0	$0	$2,500
	TOTAL CAPITAL IMPROVEMENT PROJECTS	$35,786		$10,009	$10,326	$5,026	$5,125	$2,625	$2,675	$0	$25,777
	RENEWAL & REPLACEMENT PROJECTS				$1,137	$1,100	$1,100	$1,100	$1,100	$1,100	$6,637
	TOTAL CASH OUTLAYS				$11,463	$6,126	$6,225	$3,725	$3,775	$1,100	$32,414

PORT OF PALM BEACH GRANT FUNDING (in $ thousands)

PROJECT NAME	External Funding Sources	Total Project Cost	Grant Funding	Estimated Expenditures thru 9/30/18	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	BEYOND	TOTAL
FDOT	On Port Rail Facility Expansion Project - Fin. Proj. # 436215 - Contract #ARL88 - SJPA # 4	$8,675	$4,338	$0	$750	$750	$750	$750	$1,338	$0	$4,338
FDOT	Berth 17 Expansion - FM# 422827 - Contract # AR857 - Seaport Investment Program (FSTED) Bond Funded	$9,202	$4,601	$4,601	$0	$0	$0	$0	$0	$0	$0
FDOT	Berth 17 Expansion - Fin. Proj. # 422827 - Contract #G0995 - JPA	$1,500	$750	$125	$625	$0	$0	$0	$0	$0	$625
FDOT	Berth 17 Expansion - Fin. Proj. # 422827 - Contract #G0995 - SJPA # 1	$1,500	$750	$0	$750	$0	$0	$0	$0	$0	$750
	Total Project	$12,202	$6,101	$4,726	$1,375	$0	$0	$0	$0	$0	$1,375
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - JPA	$150	$75	$75	$0	$0	$0	$0	$0	$0	$0
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - SJPA # 1	$619	$310	$34	$276	$0	$0	$0	$0	$0	$276
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - Pending SJPA # 2	$3,000	$1,500	$0	$762	$738	$0	$0	$0	$0	$1,500
Contract # ARS49	Total Project	$3,769	$1,885	$109	$1,038	$738	$0	$0	$0	$0	$1,776
FDOT	MOB Demo & Cargo Laydown Capacity Improvements - Design & Permitting - Fin. Proj. # 439974 - Contract # G0E90 - JPA	$340	$170	$170	$0	$0	$0	$0	$0	$0	$0
FDOT	Upland Cargo Improvement Project - MOB demo area Fin. Proj. # 440705 - Contract #G0O78 - JPA	$4,000	$2,000	$0	$2,000	$0	$0	$0	$0	$0	$2,000
FDOT	Tropical Reefer Line Expansion - Fin. Proj. # 435033 - Contract # ARJ70 - JPA	$550	$275	$0	$0	$275	$0	$0	$0	$0	$275
	Total Project	$4,890	$2,445	$170	$2,000	$275	$0	$0	$0	$0	$2,275
FDOT	Area D Mitigation - Fin. Proj. # N/A - No JPA - Application Submitted - Approval Pending	$2,250	$1,125	$0	$0	$0	$563	$563	$0	$0	$1,125
FDOT	Annex Property Site Improvements- Fin. Proj. # N/A - No JPA - Application Submitted - Approval Pending	$1,500	$750	$0	$0	$750	$0	$0	$0	$0	$750
FDOT	Passengeer Loading Bridge Project - Fin. Proj. # 442200 - No JPA - Application Submitted - Approval Pending	$2,500	$1,250	$0	$0	$0	$1,250	$0	$0	$0	$1,250
	TOTAL CAPITAL PROJECTS	$35,786	$17,893	$5,005	$5,163	$2,513	$2,563	$1,313	$1,338	$0	$12,889
	RENEWAL & REPLACEMENT				$0	$0	$0	$0	$0	$0	$0
	TOTAL PORT CASH REQUIREMENTS				$5,163	$2,513	$2,563	$1,313	$1,338	$0	$12,889

PORT OF PALM BEACH CASH REQUIREMENTS (in $ thousands)

PROJECT NAME	External Funding Sources	Total Project Cost	Port Match	Estimated Expenditures thru 9/30/18	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	BEYOND	TOTAL
FDOT	On Port Rail Facility Expansion Project - Fin. Proj. # 436215 - Contract #ARL88 - SJPA # 4	$8,675	$4,338	$0	$750	$750	$750	$750	$1,338	$0	$4,338
FDOT	Berth 17 Expansion - FM# 422827 - Contract # AR857 - Seaport Investment Program (FSTED) Bond Funded	$9,202	$4,601	$4,601	$0	$0	$0	$0	$0	$0	$0
FDOT	Berth 17 Expansion - Fin. Proj. # 422827 - Contract #G0995 - JPA	$1,500	$750	$125	$625	$0	$0	$0	$0	$0	$625
FDOT	Berth 17 Expansion - Fin. Proj. # 422827 - Contract #G0995 - SJPA # 1	$1,500	$750	$0	$750	$0	$0	$0	$0	$0	$750
	Total Project	$12,202	$6,101	$4,726	$1,375	$0	$0	$0	$0	$0	$1,375
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - JPA	$150	$75	$75	$0	$0	$0	$0	$0	$0	$0
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - SJPA # 1	$619	$310	$34	$276	$0	$0	$0	$0	$0	$276
FDOT	Berth # 1 Expansion - Fin. Proj. # 434833 - Pending SJPA # 2	$3,000	$1,500	$0	$762	$738	$0	$0	$0	$0	$1,500
Contract # ARS49	Total Project	$3,769	$1,885	$109	$1,038	$738	$0	$0	$0	$0	$1,776
FDOT	MOB Demo & Cargo Laydown Capacity Improvements - Design & Permitting - Fin. Proj. # 439974 - Contract # G0E90 - JPA	$340	$170	$170	$0	$0	$0	$0	$0	$0	$0
FDOT	Upland Cargo Improvement Project - MOB demo area Fin. Proj. # 440705 - Contract #G0O78 - JPA	$4,000	$2,000	$0	$2,000	$0	$0	$0	$0	$0	$2,000
FDOT	Tropical Reefer Line Expansion - Fin. Proj. # 435033 - Contract # ARJ70 - JPA	$550	$275	$0	$0	$275	$0	$0	$0	$0	$275
	Total Project	$4,890	$2,445	$170	$2,000	$275	$0	$0	$0	$0	$2,275
FDOT	Area D Mitigation - Fin. Proj. # N/A - No JPA - Application Submitted - Approval Pending	$2,250	$1,125	$0	$0	$0	$563	$563	$0	$0	$1,125
FDOT	Annex Property Site Improvements- Fin. Proj. # N/A - No JPA - Application Submitted - Approval Pending	$1,500	$750	$0	$0	$750	$0	$0	$0	$0	$750
FDOT	Passengeer Loading Bridge Project - Fin. Proj. # 442200 - No JPA - Application Submitted - Approval Pending	$2,500	$1,250	$0	$0	$0	$1,250	$0	$0	$0	$1,250
	TOTAL CAPITAL PROJECTS	$35,786	$17,893	$5,005	$5,163	$2,513	$2,563	$1,313	$1,338	$0	$12,889
	RENEWAL & REPLACEMENT				$1,137	$1,100	$1,100	$1,100	$1,100	$1,100	$6,637
	TOTAL PORT CASH REQUIREMENTS				$6,300	$3,613	$3,663	$2,413	$2,438	$1,100	$19,526

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND COMMISSION ACTION

NEW BUSINESS
ITEM K-2

PREPARED BY: Venice Howard District Clerk September 20, 2018

SUBJECT: **Approval of Proclamation declaring Mediation Week**

BACKGROUND: October is the time when people all over the world celebrate the field of dispute resolution. In Florida, for the past several years, Governor Rick Scott has issued a Proclamation recognizing Mediation Week in Florida. This year Governor Scott has declared October 14th-20th as "Mediation Week." Commissioner Waldron has requested that the Board of Commissioners of the Port of Palm Beach District recognize this effort.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes ____X____

FINANCIAL IMPACT: N/A

RECOMMENDATION: Motion to approve a Proclamation declaring October 14, 2018- October 20, 2018 as Mediation Week.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____

PROCLAMATION

OF THE BOARD OF COMMISSIONERS
THE PORT OF PALM BEACH DISTRICT, FLORIDA,

DECLARING OCTOBER 14-20, 2018 AS MEDIATION WEEK

Whereas, The Palm Beach County Bar Association's Alternative Dispute Resolution Committee seeks to promote to lawyers, the judiciary and the public, the use and value of alternative dispute resolution processes. These processes help parties resolve disputes without a trial in a less costly and more timely and satisfying manner; and

Whereas, in 2011, the American Bar Association declared the third week of October as Mediation Week to recognize the utilization of mediation as one of several appropriate dispute resolution processes; and

Whereas, mediators and other dispute resolution practitioners, through their concentrated expertise in helping parties find lasting solutions to complex problems, have continually demonstrated the value of the field of alternative dispute resolution; and

Whereas, mediation practices and skills are being applied in the workplace by leaders, managers and supervisors who have embraced the power and efficiency of open communication and collaborative problem solving; and

Whereas, mediation, along with the principles and practices that it embodies, can be a crucial tool for peacemaking between individuals, groups, units, neighborhoods, as well as governments and our region continues to be a leader in those efforts; and

Whereas, professional associations of conflict resolvers are promoting the peaceful and creative resolution of disputes; and

Whereas, The Port of Palm Beach District extends its appreciation to the members of the Palm Beach County Bar Association and especially to the members of the Alternative Dispute Resolution Committee for its effort to promote alternative conflict resolutions throughout Palm Beach County.

Subscribed to this 20th day of September, 2018

BOARD OF COMMISSIONERS PORT OF PALM BEACH DISTRICT

_____
Blair J. Ciklin, Commissioner

_____
Jean L. Enright, Commissioner

_____
Peyton W. McArthur, Commissioner

_____
Wayne M. Richards, Commissioner

_____
Katherine M. Waldron, Commissioner

PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION

NEW BUSINESS
ITEM K-3

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities September 20, 2018

SUBJECT: **Approval of Purchase**

- **Greyson Technologies**

BACKGROUND:

The Port's current network drives are overloaded, necessitating the need to upgrade the system. The increase is based on retention requirements for security video, photos, official port documents, more robust software packages and Port emails.

This new CISCO Server has 33TB of storage, which is 2 times our existing capacity with a 36-month support contract, which will serve the Port's needs for the next 5 years.

FINANCIAL IMPACT: This project will be funded by the FY16 Port Security Grant Program (FEMA - $22,850.03 – Port - $7,616.67) for a total project cost of $30,466.70.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X

RECOMMENDATIONS: Motion to approve the purchase from Greyson Technologies in the amount of $30,466.70, authorizing the Executive Director to execute all documents.

Respectfully Submitted By:

Manuel Almira, Executive Director

DATE ACTION TAKEN: _____

Approved:	_____	Motion By:	_____
Disapproved:	_____	Seconded By:	_____
Deferred To:	_____	Unanimous:	Yes _____ No _____
Incorporated into Minutes:	_____	By:	_____



PPB EMC, Cisco Server, and BOT

Quote # 000899
Version 1

Prepared for:
Port of Palm Beach

EMC with 36 Months support

Qty	Part #	Description	Price	Ext. Price
1	PSINST-ESRS	ZERO DOLLAR ESRS INSTALL	$0.00	$0.00
1	D31D24AF25	UNITY 300 2U DPE 25X2.5 DRIVE FLD RCK	$6,017.65	$6,017.65
1	D3TX-TWAX-3M	3M ACTIVE TWINAX CABLE QTY 4	$506.30	$506.30
1	D3SP-S6X1200-10K	UNITY SYSPACK 6X1.2TB 10K SAS 25X2.5	$3,897.90	$3,897.90
3	D3FC-2S12FX-200	UNITY 200GB FAST CACHE 25X2.5 DRIVE	$814.35	$2,443.05
1	PS-PD-UNYTRACKING	UNITY PRODEPLOY TRACKING	$0.00	$0.00
1	D31DEMCCK25KIT	UNITY 25 DRIVE DPE FLD INSTALL KIT	$0.00	$0.00
1	M-PSM-HWE-004	PROSUPPORT W/MISSION CRITICAL-HARDWARE	$4,449.10	$4,449.10
1	458-001-839	UNITY 300 BASE SOFTWARE+ D@RE=IC	$0.00	$0.00
1	458-001-374	RP BASIC FOR UNITY 300/300F/350F =IC	$0.00	$0.00
1	M-PSM-SWE-004	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	$0.00	$0.00
1	458-001-440	RECOVERPOINT FOR VM STARTER PACKS	$0.00	$0.00
1	456-107-803	RP4VM ESSENTIAL SW FOR UNITY=IB	$0.00	$0.00
1	M-PSM-SW-D3-001	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	$0.00	$0.00
1	458-000-066	VPLEX MIGRATION PRODUCT	$0.00	$0.00
1	456-107-848	VPLEX 180 DAY MIGRATION LIC=IC	$0.00	$0.00
1	M-PSM-SW-VP-015	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	$0.00	$0.00
1	458-001-425	APPSYNC BASIC FOR UNITY 300 =IC	$0.00	$0.00
1	456-109-802	APPSYNC BASIC FOR UNITY 300 =IC	$0.00	$0.00
1	M-PSM-SWE-004	PROSUPPORT W/MISSION CRITICAL-SOFTWARE	$0.00	$0.00

Subtotal: $17,314.00

Block of Time

Qty	Part #	Description	Price	Ext. Price
30	BOT	Greyson Professional Services Block of Time	$175.00	$5,250.00
		Subtotal:		$5,250.00

Shipping EMC

Qty	Part #	Description	Price	Ext. Price
1	Freight	Freight Cost	$110.00	$110.00
		Subtotal:		$110.00

UCS

Qty	Part #	Description	Price	Ext. Price
1	UCS-SP-C220M5-CB1	SP C220 M5SX w/2x3106,4x16GB mem,VIC1387 + CWOM	$0.00	$0.00
1	UCS-SP-C220M5-B1	SP C220 M5SX w/2x3106,4x16GB mem,VIC1387	$5,400.00	$5,400.00
2	UCS-CPU-3106	1.7 GHz 3106/85W 8C/11MB Cache/DDR4 2133MHz	$0.00	$0.00
4	UCS-MR-X16G2RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	$0.00	$0.00
4	UCS-SP-M16G2-RSH	SP 16GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	$394.40	$1,577.60
1	UCSC-MLOM-C40Q-03	Cisco VIC 1387 Dual Port 40Gb QSFP CNA MLOM	$0.00	$0.00
1	CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	$0.00	$0.00
2	UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	$0.00	$0.00
2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	$0.00
1	UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	$0.00	$0.00
2	UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	$0.00	$0.00
10	UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	$0.00	$0.00
1	UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	$0.00	$0.00
1	CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	$0.00	$0.00

UCS

Qty	Part #	Description	Price	Ext. Price
1	UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	$0.00	$0.00
2	UCS-HD300G10K12N=	300GB 12G SAS 10K RPM SFF HDD	$243.75	$487.50
		Subtotal:		$7,465.10

1 Year Maintenance UCS Server

Qty	Part #	Description	Price	Ext. Price
1	CON-SNT-C220M5B1	SNTC 8X5XNBD UCS C220 M5 B1	$327.60	$327.60
		Subtotal:		$327.60

PPB EMC, Cisco Server, and BOT

Prepared by:

Greyson Technologies, Inc.

Scott Uttenreither
(954)302-1617
suttenreither@greyson.com

Prepared for:

Port of Palm Beach

,
Richard Laird
(561) 602-9755
rlaird@portofpalmbeach.com

Quote Information:

Quote #: 000899

Version: 1
Delivery Date: 08/29/2018
Expiration Date: 09/28/2018

Quote Summary

Description	Amount
EMC with 36 Months support	$17,314.00
Block of Time	$5,250.00
UCS	$7,465.10
1 Year Maintenance UCS Server	$327.60
Subtotal:	$30,356.70
Shipping:	$110.00
Total:	$30,466.70

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Greyson Technologies, Inc.

Signature: _____

Name: Jason Goldberg

Title: CFO

Date: 08/29/2018

Port of Palm Beach

Signature: _____

Name: Richard Laird

Date: _____