

Instructions for Public Comment

If you would like to speak before the Canaveral Port Authority's ("CPA") Board of Commissioners, please complete a Public Comment Request Card. Public Comment Request Cards are located near the Commission Room's entry doors or are available upon request. Please return the completed card to the recording secretary who is located near the dais. Public comment unrelated to the Consent Agenda may be addressed during general Public Comment. All persons providing public comment are allotted three minutes to speak. In addition to the conduct requirements set forth by CPA Policy No. POL-2016-001-EXE-3, "Public Participation and Conduct at Board Meetings", please be aware of the following:

1. Prior to approaching the podium, please ensure to silence or turn off your cell phone and remove any hats or sunglasses.
2. When your name is called by the Commission Chairman, proceed to the podium and state your name, business affiliation, and city of residency.
3. All statements are to be directed to the Commission Chairman. You may not address or question Board members or CPA employees unless permitted to do so by the Chairman.
4. No action will be taken on requests during Public Comments unless determined by the Commission Chairman to be an emergency matter. Any other requests for Board action may be placed on the agenda for a subsequent meeting.

**CANAVERAL PORT AUTHORITY
BOARD OF COMMISSIONERS
August 21, 2024
Commission Room
Port Canaveral, Florida 32920
AGENDA**

This meeting is open to the public.

9:00 AM

Call to Order and Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Consideration of approving the minutes from the June 26, 2024, Commission Meeting.

[Minutes 06262024.pdf](#)

Consideration of approving the minutes from the July 16, 2024, special meeting.

[Minutes 07162024 Special Meeting.pdf](#)

Commission Discussion Item

Consideration of addressing concerns raised by Florida Commerce and Florida Department of Transportation regarding use of North Cargo Berth 8. (Chairman Loyd)

Personal Appearances and Presentations

9:10 Time Certain: First hearing of proposed FY25 Operating and Capital Budget, Tariff, and FTZ modifications (Jeff Long).

[FY25 Operating Budget.pdf](#)
[FY25 Capital Budget and Cash Flow Projections.pdf](#)
[CPA Tariff 16-FY25_proposed_revisions.pdf](#)
[CPA FTZ-136 FY24 Zone Schedule_proposed revisions.pdf](#)

Reports

CEO Report

Consideration of Accepting the Financial Memo for June/July 2024 (Jeff Long).
[REPORTS_FIN_CFO_MEMO_08.21.24.pdf](#)

Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for June/July 2024 (Pat Poston).

[REPORTS_FIN_STATISTICAL June_08.21.24.pdf](#)
[REPORTS_FIN_STATISTICAL July_08.21.24.pdf](#)
[REPORTS_FIN_AGING 08.21.24.pdf](#)
[REPORTS_FIN_LIST OF BILLS June and July_08.21.24.pdf](#)

Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for June/July 2024 (Pat Poston).

[REPORTS_FIN_DISPOSALS_08.21.24.pdf](#)
[REPORTS_FIN_LEGAL BILLS_08.21.24_Public.pdf](#)
[REPORTS_FIN_COMMISSIONER MINOR EXPENSES_08.21.2024_Public.pdf](#)

August 2024 Capital Project Update
[August 2024 Capital Project Update.pdf](#)

Public Comment on Consent Agenda

Consent Agenda

1.Engineering, Construction, and Facilities

- 1.A. Consideration of approving Change Order #1 to RUSH Marine, Inc., for the CMAC Installation Project. Decrease PO P-131075 by (\$90,860.38) for Owner Director Purchases and unused GMP funds, new project value is \$361,347.62. (Patrick Hammond/Bill Crowe)
[1A Cover Page.pdf](#)
[23-020 CMAC Close Out CO#1.pdf](#)
- 1.B. Consideration of approving Change Order #1 to RUSH Marine, Inc., for the Ship-to-Shore Pre-Con Project. Decrease PO P-132846 by (\$128,604.01) for unused GMP funds, new project value is \$70,118.49. (Patrick Hammond/Bill Crowe)

[1B Cover Page.pdf](#)
[23-048 STS Pre-Con CO #1.pdf](#)

- 1.C. Consideration of authorizing staff to issue a purchase order to RUSH Marine, LLC, and execute the contract for ITB-24-3 Cove Seawall Rehabilitation, with a not-to-exceed amount of \$2,723,295.00. (Veronica Narvaez-Lugo/Bill Crowe)

[1C Cover Page.pdf](#)
[ITB-24-3 Bid Tabulation.pdf](#)
[ITB-24-3 Solicitation Summary.pdf](#)

- 1.D. Consideration of authorizing staff to issue a purchase order to Ivey's Construction, Inc. and execute the contract for ITB-24-4 GKB and Flounder Intersection Improvements, with a not-to-exceed amount of \$2,827,986.70. (Verónica Narváez-Lugo/Bill Crowe)

[1D Cover Page.pdf](#)
[ITB-24-4 Bid Tabulation.pdf](#)
[ITB-24-4 Solicitation Summary.pdf](#)

- 1.E. Consideration of authorizing staff to issue a purchase order to The Dutra Group and execute the contract for ITB-24-2 NCB8 and NCP1/2 Deepening and Miscellaneous Maintenance Dredging, with a not-to-exceed amount of \$6,381,250.00. (Verónica Narváez-Lugo/Bill Crowe)

[1E Cover Page.pdf](#)
[ITB-24-2 Bid Tabulation.pdf](#)
[ITB-24-2 Solicitation Summary.pdf](#)

- 1.F. Consideration of approving the bills of sale for the CT6 and CT10 new garages (water lines/fire hydrants and appurtenances only), each in the amount of one dollar (\$1.00), for the water lines, fire hydrants, and appurtenances that were installed during the Northside Garage Project to the City of Cocoa, Florida. (Veronica Narvaez-Lugo/Bill Crowe)

[1F Cover Page.pdf](#)
[CT6 Parking Garage Bill of Sale City of Cocoa Water Line.pdf](#)
[CT10 Parking Garage Bill of Sale City of Cocoa Water Line.pdf](#)

- 1.G. Consideration of approving Florida Department of Environmental Protection (FDEP) Grant Agreement No. 24BE2_A1 for the Port Canaveral Inlet Management Plan Implementation. (Bob Musser)

[1G Cover Page.pdf](#)
[24BE2_A1 Port Canaveral Inlet Management Plan Implementation.pdf](#)

- 1.H. Consideration of approval of piggybacking the Florida Department of Management Services' Alternate Contract Source for "Furniture, All Types" (No. 56120000-24-NY-ACS) in order to purchase new Jetty Park Camp Store furniture. Request for approval of staff to execute contract documentation and to issue a purchase order with a not-to-exceed amount of \$144,211.91. (Patrick Hammond/Mike Hoffman/Bill Crowe)

[1H Cover Page.pdf](#)
[Quote 48722 08 06 24 PORT CANAVERAL CAMP STORE FINAL.pdf](#)

[ABI_Contract to be Piggybacked.pdf](#)

2.Finance

- 2.A. Consideration of approving Resolution RES-2024-002-EXE-3 Line of Credit renewal with Truist Bank (Jeff Long).

[2A Cover Page.pdf](#)

[RES-2024-002-EXE-3.pdf](#)

3.Human Resources

- 3.A. Consideration of approving the Paid Parental Leave Policy, POL-2024-001-HRO-3

[3A Cover Page.pdf](#)

[Paid Parental Leave Policy_POL-2024-001-HRO-3_Final.pdf](#)

4.Information Technology

- 4.A. Consideration of authorizing staff to issue purchase orders to Skyhelm, LLC, pursuant to continuing contract PUR-RFP-21-1, for the FY24 Port-wide Network Switch & Wireless Hardware recapitalization project in an amount not to exceed \$235,785. (Mark Lorusso, Kirill Pannin)

[4A Cover Page.pdf](#)

- 4.B. Consideration of authorizing staff to issue purchase orders to Skyhelm, LLC, pursuant to continuing contract PUR-RFP-21-1, for the FY24 Network Border Routers recapitalization project in an amount not to exceed \$115,000. (Mark Lorusso, Kirill Pannin)

[4B Cover Page.pdf](#)

- 4.C. Consideration of approving staff to issue purchase orders for the Cruise Terminal 5 Video Content System and Digital Signage project in an amount not to exceed \$150,000 (Mark Lorusso, Kirill Pannin).

[4C Cover Page.pdf](#)

- 4.D. Consideration of approving staff to issue purchase orders for the recapitalization of the Public Safety and Security conference rooms' presentation and conferencing systems in an amount not to exceed \$120,930. (Mark Lorusso, Kirill Pannin)

[4D Cover Page.pdf](#)

5.Real Estate

- 5.A. Consideration of approving a First Amendment to Commercial Lease Agreement with Brevard Achievement Center Enterprises, LLC ("BAC") for the lease of approximately 3,156 square feet of office/warehouse space located at 405 Atlantis Road, Building B, for a period of three (3) years. This document has been reviewed and approved by General Counsel. (Mark Milisits)

[5A Cover Page.pdf](#)

[BAC - First Amendment.pdf](#)

Canaveral Port Authority Board of Commissioners Meeting - August 21, 2024

- 5.B. Consideration of approving a License Agreement for Underground Telecommunications Facilities between the CPA and Level 3 Communications, LLC (“L3”) (the “License”). The License allows L3 to maintain and repair its existing telecommunications facilities across CPA-owned property. Authorize staff to execute the License subject to approval by General Counsel. (Michael Zeiler)
- [5B Cover Page.pdf](#)
- [CPA_Level 3_License Agreement \[unexecuted\].pdf](#)

Public Comment

Commissioner Reports

Adjourn to the next meeting scheduled for Wednesday, September 25, 2024, at 9:00 am.

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Request Action:	Consideration of approving the minutes from the June 26, 2024, Commission Meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[Minutes 06262024.pdf](#)

Minutes June 26, 2024, Commission Meeting

MINUTES OF A REGULAR COMMISSION MEETING OF THE CANAVERAL PORT AUTHORITY HELD IN THE COMMISSIONERS' MEETING ROOM OF THE CANAVERAL PORT AUTHORITY OFFICE, 445 CHALLENGER ROAD, PORT CANAVERAL, FLORIDA ON JUNE 26, 2024.

The meeting was called to order by Chairman Micah Loyd at 9:01a.m. Commissioner Justice led the Pledge of Allegiance.

Those present were Chairman Micah Loyd and Commissioners Jerry Allender, Fritz VanVolkenburgh, Wayne Justice, Kevin Markey, and Attorney Harold Bistline. Also present were CEO Captain John Murray, Interim CFO Craig Thaxton, Vice President Engineering and Construction Bill Crowe, and Special Assistant/Liaison Melanie Bradford.

The Ambassadors present were Mike Gautreaux, Robi Roberts, Bob Socks and Sean Conway. Ambassador emeritus present was Mac Mclouth. Also present were Karalyn Woulas from the City of Cocoa Beach and Kristin Watts with the US Army.

APPROVAL OF AGENDA:

Commissioner Allender motioned to approve the agenda and Commissioner Markey seconded the motion. The motion passed 5/0.

APPROVAL OF MINUTES:

Commissioner Justice moved approval of the minutes from the May 22, 2024, regular Commission meeting. The motion was seconded by Commissioner Allender and passed 5/0.

PERSONAL APPEARANCE AND PRESENTATION:

Employee Service Awards:

Five-year awards were given to Terry Anderson, Lisa Mayer and Kirill Pannin. Ten-year awards were given to George Kistner, Clyde Mathis, Deborah Ralston and Jennifer Parmentier.

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2024 By the Numbers (Oct. 1 – May 31)
 - 622 ship calls; 5.1M multi-day passengers
- Utopia of the Seas delivered to RCI June 13
 - Arrives in Port Canaveral July 11
 - First revenue sailing July 19
 - Port hosting community wave-out celebration at Jetty Park
 - Details forthcoming on Facebook
- Disney Fantasy's itinerary now includes stop at Disney's new private island, Lookout Cay at Lighthouse Point on Eleuthera
- Norwegian Jade final call August 26
 - Norwegian Epic resumes 7-day itinerary in October

Cargo Update:

- FY 2024 By the Numbers (Oct. 1 – May 31)
 - 319 ship calls
 - Cargo tonnage – 4.6M tons
- FTZ #136 expansion beyond Brevard County boundary
 - Expanded FTZ per new Port Charter signed into law June 14
 - Working on expansion application with FTZ Board
- YTD recovered space components
 - 45 boosters vs. 29 prior year
 - 106 fairings vs. 64 prior year
 - Record breaking month for booster recoveries (9)

Government Relations Update:

- USCG Port Access Route Study (PARS)

- Port is continuing to urge CG to hold public meeting for all Port stakeholders to provide input
 - Public comment period ends July 17, 2024
- Attended FAA Public Scoping Meeting for EIS (Environmental Impact Statement) - June 12
 - FAA’s stakeholder engagement for Starship Super-Heavy proposed operations at Kennedy Space Center
 - Separate but similar effort to Dept. of Defense EIS held in March
 - FAA’s scoping process ended June 24 when all comments were due
- Provided FDOT District 5 Secretary Tyler with North 8 development briefing – June 5
 - Follow up on Port’s April and May discussions with FDOT District and Central Office staff
- Canaveral Port Authority Charter Renewal signed into law by Governor DeSantis – June 14
 - Completes the Port Authority’s obligation and process to review and renew the Charter every 10 years
 - Codifies revisions made to certain features of the charter, including recordkeeping guidelines, foreign-trade zone boundaries, and the Port’s governing authority
 - Effective upon signing (June 14)
- Space Industry Roundtable Discussion – June 14
 - Hosted by Space Florida
 - Attendees included commercial launch companies with and without active maritime operations at Port Canaveral
 - Reviewed Port’s support of launch recovery operations
 - Provided overview of berth development underway
 - Expressed continued support for Space Florida’s Wharf Study identification of the Middle Turning Basin as near- and long-term solution
 - Port continues to participate in SF’s “Phase 2” Wharf Study Working Group
- FL Ports meeting with FL Senate President-Designate Albritton and Agriculture Commissioner Simpson – June 18
 - Meeting requested by Senator Albritton
 - Update on status of FL seaports and state initiatives to support Seaport Mission Plan
 - Discussion on critical commodities for state and seaports roles in supply chain
- Kennedy Space Center/Canaveral Port Authority Leadership Meeting – June 26
 - At KSC to overview operations and initiatives
- Space Florida Port Visit – June 27
 - Hosting SF leadership team for tour and discussion of launch providers maritime operations at Port

Environmental Update:

- Recertified Green Marine during GreenTech conference in Halifax
 - Port is now a Green Marine International member
 - Further establishes Green Program as preeminent environmental program for the maritime industry
- Attended Florida Inland Navigation District (FIND) Community Outreach event June 21
- Keep Brevard Beautiful Summer Series
 - June 29 – Sandpoint Park in Titusville

Human Resources Update:

- Welcome Summer 2024 interns
 - Joshua Eadie, Environmental
 - FIT, BAS in Sustainability Studies
 - Trenton Goslin, Risk Management
 - FSU, BAS in Insurance & Risk Management
 - Patrick Hauser, Human Resources/Rotating
 - U.S. Merchant Marine Academy, BAS in Maritime Logistics & Security
 - Alex Christensen, Public Safety & Security
 - Marine Science Technician, USCG
 -

Recreation Update:

- Jetty Park
 - Average daily vehicles – 390
 - Open for 5 out of 9 launches
- Jetty Park Campground
 - Average occupancy at 73%
- Special Events
 - Thunder on Cocoa Beach held May 16 – 18
 - 38th Annual CFOA Offshore Fishing Tournament at Bluepoints Marina on May 18
 - Port sponsoring fireworks July 5
 - Community event on ET Lawn

Public Safety Update:

- Attended RCI Wonder of the Seas tabletop exercise on June 9
- Completed Active Assailant exercise for CPA employees on June 12
- Participating in Space Force Maritime Security Workshop June 25-27
- Activating traffic and parking plan for July 5 fireworks
 - Details will be available on Port website and Facebook

2. Consideration of Accepting the Financial Memo for May 2024. (Pat Poston)

3. Consideration of Approving the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses for May 2024 (Patricia Poston)

4. Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for May 2024 (Patricia Poston)

After presentation of the financial reports for May 2024, Commissioner Allender made a motion to accept the Financial Memo, approve the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses, and to accept the Statistical Report, the Aging Report and the List of Bills for April 2024 (#2, #3 and #4). Commissioner VanVolkenburgh seconded the motion. The motion passed 5/0.

5. Capital Project Update for June 2024 was given by Bill Crowe.

PUBLIC COMMENT ON CONSENT AGENDA: nONE

CONSENT AGENDA:

Consent Agenda Item 3A was pulled for discussion.

Consent items 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2A, 4A and 5A were motioned for approval by Commissioner Justice and seconded by Commissioner Allender. The motion passed 5/0.

3.A. Consideration of approving a continuing contract for federal legislative lobbyist services with Jones Walker LLP for a term of three (3) years with two (2) 1-year extension options and authorizing the CEO to execute the contract. (Diane Luensmann)

Diane Luensmann spoke regarding this item. **Commissioner Allender made the motion to accept this item. Commissioner Markey seconded the motion which passed 5/0.**

PUBLIC COMMENT: Chuck Sheridan spoke regarding a tram system from the Brightline Station

COMMISSIONER REPORTS/DISCUSSION:

Commissioner VanVolkenburg – nothing to add

Commissioner Justice attended Maritime Day, Memorial Day at The Veterans Memorial Cener, gave a Port update to the Merritt Island Breakfast Rotary Club, attended a Florida Inland Navigation District meeting and is looking forward to scallop season.

Commissioner Allender – nothing to add

Commissioner Markey – nothing to add

Chairman Loyd – will be visiting Washington DC with Stockon Whitten and Mike ____ to attend discussion regarding a train station in Cocoa.

The meeting was adjourned at 10:00 am until the special meeting scheduled for Tuesday, July 16, at 9:00 am.

CANAVERAL PORT AUTHORITY

Micah Loyd, Chairman

ATTEST

Jerry Allender, Secretary/Treasurer

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Request Action:	Consideration of approving the minutes from the July 16, 2024, special meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[Minutes 07162024 Special Meeting.pdf](#)

Minutes July 16, 2024, Special Meeting Commission Meeting

MINUTES OF A SPECIAL COMMISSION MEETING OF THE CANAVERAL PORT AUTHORITY HELD IN THE COMMISSIONERS' MEETING ROOM OF THE CANAVERAL PORT AUTHORITY OFFICE, 445 CHALLENGER ROAD, PORT CANAVERAL, FLORIDA ON JULY 16, 2024.

The meeting was called to order by Chairman Micah Loyd at 9:01a.m. Commissioner VanVolkenburgh led the Pledge of Allegiance.

Those present were Chairman Micah Loyd and Commissioners Jerry Allender, Fritz VanVolkenburgh, Wayne Justice, Kevin Markey, and Attorney Harold Bistline. Also present were CEO Captain John Murray, CFO Jeff Long, Vice President Engineering and Construction Bill Crowe, Vice President Information Technology Mark Lorusso, and Special Assistant/Liaison Melanie Bradford.

APPROVAL OF AGENDA:

Commissioner Justice motioned to approve the agenda and Commissioner Allender seconded the motion. The motion passed 5/0.

PUBLIC COMMENT ON CONSENT AGENDA: None

CONSENT AGENDA:

Consent Agenda Item 2B was pulled for discussion.

Consent items 1A, 1B, and 2A were motioned for approval by Commissioner Allender and seconded by Commissioner Markey. The motion passed 5/0.

2.B Consideration of authorizing staff to issue purchase orders to Morse Communication, pursuant to continuing contract PUR-RFP-21-1, for low voltage communications infrastructure to support additional cruise lines at Cruise Terminal 10 with a not-to-exceed amount of \$313,354 (Mark Lorusso/Troy Goslin)

After a brief explanation by Mark Lorusso, Commissioner Justice made a motion to approve this item. Commissioner Allender seconded the motion which passed unanimously.

PUBLIC COMMENT: None

The meeting was adjourned at 9:07 am until the next meeting scheduled for Wednesday, August 21, 2024, at 9:00 am.

CANAVERAL PORT AUTHORITY

Micah Loyd, Chairman

ATTEST

Jerry Allender, Secretary/Treasurer

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Request Action:	Consideration of addressing concerns raised by Florida Commerce and Florida Department of Transportation regarding use of North Cargo Berth 8. (Chairman Loyd)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	9:10 Time Certain: First hearing of proposed FY25 Operating and Capital Budget, Tariff, and FTZ modifications (Jeff Long).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[FY25 Operating Budget.pdf](#)

[FY25 Capital Budget and Cash Flow Projections.pdf](#)

[CPA Tariff 16-FY25_proposed_revisions.pdf](#)

[CPA FTZ-136 FY24 Zone Schedule_proposed revisions.pdf](#)



To: Commissioners of Port Canaveral
Through: John Murray, Chief Executive Officer
From: Jeff Long, Chief Financial Officer
Subject: FY 2025 Proposed Operating Budget, Capital Budget & Cash Flow, Tariff and FTZ Modifications – 1st Reading
Date: August 14, 2024

The following tables reflect the FY 2024 adopted budget and the proposed FY 2025 proposed budget. The narrative that follows the tables below explain the basis for the FY 2025 proposed amounts.

	Adopted FY2024 Budget	Proposed FY2025 Budget
Total Operating Revenues	\$ 187,148,710	\$ 210,917,750
Total Operating Expenses	122,581,830	136,114,765
Operating Income	64,566,880	74,802,985
Non-Operating Revenues	7,505,000	9,375,000
Non-Operating Expenses	12,344,245	14,027,450
Addition to Net Position for Debt Reduction and Port Development	\$ 59,727,635	\$ 70,150,535

Operating Revenues are anticipated to be \$210.9 million and Operating Expenses are projected to be \$136.1 million.

Operating Income is estimated to be \$74.8 million.

Non-operating Revenues are expected to be \$9.4 million mainly due to investment income.

Non-operating Expenses are \$14.0 million and is predominately Interest Expense on outstanding loans and bonds.

The resulting Addition to Net Position for Debt Reduction and Port Development is projected to be \$70.2 million. For FY 2025, these funds are programmed for our Capital Budget.

Operating Revenues

Operating Revenues are forecasted at \$210.9 million for FY 2025. The table below details the components of income for the proposed FY 2025 budgeted revenues:

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Operating Revenues</u>		
Cruise operations	\$ 153,721,695	\$ 175,351,742
Cargo operations	21,401,165	23,562,678
Leases	5,196,500	4,926,100
Parks & Recreation	4,038,400	3,935,830
Fire training facility	385,000	394,000
Commercial vehicle	1,800,000	2,150,000
Permits, etc.	605,950	597,400
Total Operating Revenues	\$ 187,148,710	\$ 210,917,750

Cruise Revenue

Cruise revenue, including parking revenues, is estimated to be \$175.4 million. This is based on 1,023 multi-day calls consisting of 912 home port calls and 111 port of calls.

Royal Caribbean (RCI) is forecasted to have 235 homeport calls with three year-round services and two seasonal services. The three year-round services are Utopia, Wonder, Adventure. The Star will replace the Wonder in late FY25. The seasonal services include Voyager. Additionally, RCI is also scheduled for 49 ports of calls.

Carnival is projected for 303 homeport calls with four year-round services. These services include Mardi Gras, Freedom, Glory and Vista.

Disney is scheduled for 219 homeport calls with three year-round services for the Wish, Magic, and Treasure.

Mediterranean Shipping Company (MSC) is scheduled for 78 homeport calls with year-round service for the Seashore and Meraviglia. MSC is also scheduled for 48 ports of calls.

Norwegian Cruise Lines (NCL) is forecasted for 38 homeport calls with seasonal services for the Escape, Epic and Aqua. Additionally, NCL is scheduled for 3 ports of calls.

New cruise lines that are seasonal are as follows: Caribbean Princess and Celebrity Equinox each with seasonal 20 homeport calls.

Cargo Revenue

Cargo Revenue is budgeted at \$23.6 million for FY 2025. Of this amount, port fees are \$18.0 million, and rent paid by cargo related tenants are \$5.6 million. The main cargo contributors are petroleum, lumber, slag, granite, limestone, salt, and fertilizer. Total tonnage is expected to be 6.3 million.

Lease Revenue

Lease Revenue is budgeted at \$4.9 million for FY 2025 and includes CPI rental rate increases.

Parks & Recreation

Park Operations are revenues from Jetty Park are budgeted at \$4 million.

Tariff Rates

Ship Related Revenue is based upon the estimated level of activity for each customer or potential customers at tariff rates. We are proposing selective item tariff increases. Parking fees will remain the same as in the current year. We are proposing that the rate increase will be effective October 1, 2024. The tariff rate increase is reflected in the proposed FY 2025 budget.

Operating Expenses

Operating Expenses are budgeted at \$136.1 million and are at a higher level when compared to FY 2024. There is an increase in personnel, service contracts, public safety, maintenance and utilities. There are 287 Full-Time Equivalent positions budgeted.

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Expenses by Department</u>		
Operations	\$ 17,370,335	\$ 18,438,030
Facilities	16,168,505	23,310,880
Parks & Recreation	2,083,135	2,345,325
Public Safety	12,952,790	13,987,215
Fire Training Facility	385,000	394,000
Commission	378,315	402,775
Executive	3,647,515	3,835,885
Finance & Accounting	2,098,795	2,281,155
Administrative Services	12,103,685	13,254,855
Engineering & Environmental	2,673,100	3,109,810
Business Development	1,236,115	1,330,115
Real Estate	452,595	584,040
Government & Strategic Communications	1,778,910	1,938,880
Depreciation and Amortization	<u>49,253,035</u>	<u>50,901,800</u>
Total Operating Expenses	\$ 122,581,830	\$ 136,114,765

Non-Operating Revenues

Non-Operating Revenues are predominately investment earnings and are forecasted at \$9.4 million for FY 2025.

Non-Operating Expenses

Non-Operating Expenses mainly is comprised of the interest paid on outstanding indebtedness and for FY 2025 is \$14.0 million.

Addition to Net Position for Debt Reduction and Port Development

For FY 2025, the amount forecasted for Addition to Net Position for Debt Reduction and Port Development is \$70.2 million and is programmed for our Capital Budget.

Attachments:

Proposed Operating Budget – FY 2025

Proposed Capital Budget – FY 2025

Proposed – Tariff No. 16 and FTZ modifications (effective October 1, 2024)

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
	<u> </u>	<u> </u>
<u>Operating Revenues</u>		
<u>Ship Activity</u>		
Wharfage	\$ 104,097,520	\$ 122,307,750
Dockage	17,371,260	18,269,660
Parking	44,829,040	48,806,690
Line handling	2,343,940	2,496,370
Water	440,290	461,740
Cranes	695,940	972,310
Total Ship Activity	<u>169,777,990</u>	<u>193,314,520</u>
<u>Leasing</u>		
Leases	4,276,420	4,926,100
Leases-Cargo	6,264,950	5,599,900
Total Leasing	<u>10,541,370</u>	<u>10,526,000</u>
<u>Parks & Recreation</u>		
Camping	2,596,750	2,473,160
Recreational parking	1,026,250	987,380
Camp store & laundry	130,715	133,765
Other recreational	263,885	257,025
Concessions	10,800	13,000
Vending Machines	-	60,000
Special event rentals	10,000	11,500
Total Parks & Recreation	<u>4,038,400</u>	<u>3,935,830</u>
<u>Other</u>		
Fire training facility	385,000	394,000
Permits & licenses	80,000	94,600
Commercial vehicle	1,800,000	2,150,000
Miscellaneous	525,950	502,800
Total Other	<u>2,790,950</u>	<u>3,141,400</u>
Total Operating Revenues	<u>\$ 187,148,710</u>	<u>\$ 210,917,750</u>

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Operating Expenses</u>		
<u>Operations</u>		
Salaries	\$ 5,348,080	\$ 6,091,460
Benefits	2,406,635	3,074,065
Service contracts	4,766,950	2,684,510
Utilities	88,480	70,900
Maintenance & supplies	326,290	346,000
Office expense	23,135	23,525
Computer support & training	4,345	5,550
Fuel	34,000	34,000
Contractual obligations	4,324,900	6,048,600
Travel	18,200	14,200
Education & seminars	-	500
Other	29,320	44,720
Total Operations	17,370,335	18,438,030
<u>Facilities</u>		
Salaries	4,242,230	4,996,610
Benefits	1,909,000	2,465,430
Service contracts	4,156,390	9,293,750
Utilities	3,725,700	3,710,700
Maintenance & supplies	1,925,500	2,564,550
Office expense	10,685	20,740
Computer support & training	-	40,000
Fuel	170,000	170,000
Travel	4,000	9,000
Education & seminars	2,000	4,100
Other	23,000	36,000
Total Facilities	16,168,505	23,310,880
<u>Parks & Recreation</u>		
Salaries	844,675	896,110
Benefits	380,105	476,700
Store merchandise	42,020	55,550
Service contracts	382,125	407,850
Utilities	281,045	393,165
Exhibit fees	150	-
Maintenance & supplies	35,430	39,865
Office expense	74,720	36,085
Computer support & training	4,665	-
Advertising	12,000	14,000
Travel	2,000	3,500
Education & seminars	2,000	1,000
Other	22,200	21,500
Total Parks & Recreation	\$ 2,083,135	\$ 2,345,325

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Public Safety</u>		
Salaries	\$ 490,120	\$ 545,730
Benefits	220,555	198,350
Service contracts	153,400	-
Fire protection	2,975,415	3,292,821
Police protection	8,992,936	9,839,464
Maintenance & supplies	27,000	27,000
Office expense	17,364	11,850
Communication services	20,000	20,000
Travel	35,000	30,000
Education & seminars	5,000	5,000
Other	16,000	17,000
Total Public Safety	12,952,790	13,987,215
<u>Fire Training Facility</u>		
Service contracts	228,400	238,400
Utilities	53,000	53,000
Insurance	50,000	50,000
Maintenance & supplies	53,000	52,000
Office expense	100	100
Accounting & auditing	500	500
Total Fire Training Facility	385,000	394,000
<u>Commission</u>		
Salaries - commissioners	56,180	60,880
Salaries - administrative	79,035	82,240
Benefits	127,700	144,650
Legal	50,000	50,000
Maintenance & supplies	150	-
Office expense	6,350	6,325
Promotions	7,500	7,500
Advertising	400	180
Travel-staff	500	500
Travel-commissioners	50,000	50,000
Education & seminars	500	500
Total Commission	378,315	402,775
<u>Executive</u>		
Salaries	2,713,000	2,739,315
Benefits	627,090	806,960
Legal	60,000	60,000
Maintenance & supplies	200	-
Office expense	207,825	189,410
Fraud hotline	3,900	3,500
Advertising	-	200
Travel	30,500	30,500
Education & seminars	5,000	6,000
Total Executive	\$ 3,647,515	\$ 3,835,885

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Finance & Accounting</u>		
Salaries	\$ 1,330,650	\$ 1,440,960
Benefits	598,795	659,345
Service contracts	515	50
Maintenance & supplies	315	100
Office expense	21,300	21,600
Advertising	2,500	800
Travel	11,000	11,000
Education & seminars	2,300	2,300
Accounting	131,420	145,000
Total Finance & Accounting	2,098,795	2,281,155
<u>Administrative Services</u>		
Salaries	2,603,750	2,882,340
Benefits	1,171,690	1,361,370
Service contracts	238,075	258,100
Legal	110,000	60,000
Insurance	5,308,570	5,333,045
Maintenance & supplies	7,870	11,750
Office expense	373,385	478,055
Personnel training & recruiting	125,140	147,000
Computer support & training	2,122,855	2,667,200
Promotions	550	1,205
Advertising	-	625
Travel	20,700	25,150
Education & seminars	21,100	29,015
Total Administrative Services	12,103,685	13,254,855
<u>Engineering & Environmental</u>		
Salaries	1,235,535	1,400,470
Benefits	555,990	612,580
Service contracts	98,000	130,000
Maintenance & supplies	1,135	235
Office expense	6,740	9,775
Advertising	7,600	5,000
Travel	23,000	21,000
Education & seminars	18,600	25,750
Engineering - general	220,000	275,000
Engineering - environmental	506,500	630,000
Total Engineering & Environmental	2,673,100	3,109,810
<u>Business Development</u>		
Salaries	535,625	606,500
Benefits	241,030	257,515
Maintenance & supplies	150	150
Office expense	49,910	54,050
Advertising	150,000	120,000
Trade development	197,400	230,900
Travel	62,000	60,000
Education & seminars	-	1,000
Total Business Development	\$ 1,236,115	\$ 1,330,115

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Real Estate</u>		
Salaries	\$ 237,005	\$ 329,360
Benefits	106,655	136,750
Service contracts	1,275	1,500
Maintenance & supplies	1,500	4,000
Office expense	1,600	800
Land use planning	45,000	45,000
Lease administration & preparation	54,760	62,930
Travel	1,200	1,700
Education & seminars	3,600	2,000
Total Real Estate	452,595	584,040
<u>Government & Strategic Communications</u>		
Salaries	775,730	807,150
Benefits	349,080	385,630
Maintenance & supplies	250	250
Office expense	18,350	19,850
Planning & studies	-	65,000
Promotions	177,500	177,500
Publications	15,000	15,000
Electronic media	25,000	43,000
Advertising	70,000	70,000
Sponsorships	65,000	65,000
Travel	30,000	32,500
Professional services	245,500	250,000
Education & seminars	7,500	8,000
Total Government & Strategic Communication	\$ 1,778,910	\$ 1,938,880

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
Depreciation	<u>\$ 49,000,000</u>	<u>\$ 49,000,000</u>
<u>Amortization</u>		
Dredging	-	1,603,000
Port wide risk assessment plan	19,130	19,130
Computer software	63,610	230,000
Master plan	<u>170,295</u>	<u>49,670</u>
Amortization	<u>253,035</u>	<u>1,901,800</u>
Depreciation and Amortization	<u>49,253,035</u>	<u>50,901,800</u>
Total Operating Expenses	<u>\$ 122,581,830</u>	<u>\$ 136,114,765</u>
Operating Income	64,566,880	74,802,985
<u>Non-Operating Revenues</u>		
Interest earnings	\$ 7,150,000	\$ 9,100,000
Grant - ARPA	-	-
Grant revenue	<u>355,000</u>	<u>275,000</u>
Non-Operating Revenues	<u>7,505,000</u>	<u>9,375,000</u>
<u>Non-Operating Expenses</u>		
Amortization of bond discounts	\$ 51,375	\$ -
Commissions & fees	40,250	40,250
Interest Expense	12,152,620	11,887,200
Grant administration fees	100,000	100,000
Crane disposal	<u>-</u>	<u>2,000,000</u>
Non-Operating Expenses	<u>12,344,245</u>	<u>14,027,450</u>
Addition to Net Position for Debt Reduction and Port Development	<u>\$ 59,727,635</u>	<u>\$ 70,150,535</u>

**Canaveral Port Authority
Proposed Operating Budget
For the year ending September 30, 2025**

	Adopted FY2024 Budget	Proposed FY2025 Budget
<u>Operating Revenues</u>		
Cruise operations	\$ 153,721,695	\$ 175,351,742
Cargo operations	21,401,165	23,562,678
Leases	5,196,500	4,926,100
Parks & Recreation	4,038,400	3,935,830
Fire training facility	385,000	394,000
Commercial vehicle	1,800,000	2,150,000
Permits, etc.	605,950	597,400
Total Operating Revenues	\$ 187,148,710	\$ 210,917,750
Total Operating Expenses	122,581,830	136,114,765
Operating Income	64,566,880	74,802,985
Non-Operating Revenues	7,505,000	9,375,000
Non-Operating Expenses	12,344,245	14,027,450
Addition to Net Position for Debt Reduction and Port Development	\$ 59,727,635	\$ 70,150,535



August 14, 2024

To: Commissioners of Port Canaveral

Through: John Murray, Chief Executive Officer

From: Patricia Poston, Sr. Director of Finance

Subj: Remarks on the Proposed FY2025-FY2029 Capital Budget and Cash Flow Projections

Enclosures

Enclosed is a copy of the Proposed FY25-FY29 Capital Budget and Cash Flow Projections. This document is to be used as a tool to review the current approved projects in place, and to plan for future investments into growing and improving the infrastructure of the Port. Combining our projections for revenues, expenses and funding sources, we are given a snapshot of the next five years. Every project on the Capital Budget has been reevaluated for timing of construction, need for the project, business plans with partners and grant funding. Capital expenditures in FY25 consist predominantly of completion of North Cargo Berth 4, Road and parking improvements, completion of new parking garages and improvements to Cruise Terminals and equipment. Other large projects are deferred to subsequent future years.

The Cash Flow Projection reflects the current Proposed FY25 Operating Budget presented. A very conservative methodology was used for forecasting both projected revenues as well as expenses. These are a result of analysis of current conditions and contracts with assumptions for future trends.

The total capital budget amount for FY25 is \$174 million, with a total planned through FY29 of \$500 million. Restricted Cash, Unrestricted Cash and Cash designated for capital projects are projected through FY29.

The Cash Flow Projection is a fluid document, used as a tool for planning and management. As our ever-changing business environment evolves, we are able to update the document to analyze the best course for the Port.

Sincerely,

Patricia G. Poston

Patricia G. Poston
Senior Director of Finance

Canaveral Port Authority
FY2025 Cash Flow & 5 Year Plan Estimates
(In Thousands)

<u>Description</u>	FY25	FY26	FY27	FY28	FY29	TOTAL
Total Requirements-Projects	173,948	45,874	155,102	101,031	24,222	500,176
Operating revenues	\$ 210,918	\$ 216,890	\$ 223,034	\$ 228,099	\$ 271,384	1,150,324
Operating expenses	(136,115)	(144,474)	(151,947)	(158,645)	(178,577)	(769,757)
Net operating income	74,803	72,416	71,086	69,454	92,807	380,567
Add Non-cash Items:						
Depreciation and amortization	50,902	55,000	58,000	60,000	65,000	288,902
Change in Assets/Liabilities	3,000	3,000	3,000	3,000	3,000	15,000
Net cash provided by operating activities	128,705	130,416	132,086	132,454	160,807	640,481
Non-Capital Grant Funding	300	300	300	300	300	1,500
Net cash provided by non-capital financing	300	300	300	300	300	1,500
Capital Grant Funding net of accrual	12,975	8,000	16,000	7,000	3,000	46,975
Gain on sale/disposal assets & Rebates	(2,000)	50	50	50	50	(1,800)
Other-proceeds from interest on leases	150	150	150	150	150	750
Reduction pymt on LOC/ Bonds	(5,000)	(5,000)	(5,000)	(6,000)	(102,855)	(123,855)
Debt Service Payments	(28,142)	(28,146)	(28,392)	(28,413)	(28,696)	(141,791)
Capital project requirements	(173,948)	(45,874)	(155,102)	(101,031)	(24,222)	(500,176)
Net cash used in capital/related financing activity	(195,965)	(70,820)	(172,295)	(128,244)	(152,574)	(719,897)
Net Cash provided from investing activities	2,500	2,500	2,500	2,500	2,500	12,500
Net increase (decrease) in cash	(64,460)	62,396	(37,408)	7,010	11,034	
Beginning cash	196,000	131,540	193,936	156,527	163,538	
Ending Cash Available	131,540	193,936	156,527	163,538	174,572	
Restricted Cash	14,465	14,465	14,465	14,465	14,465	
Unrestricted Cash	85,213	89,474	93,947	98,645	113,577	
Cash designated for capital projects	\$31,862	\$89,997	\$48,115	\$50,428	\$46,530	

Canaveral Port Authority
FY2025 5-Year Capital Budget
(In Thousands)

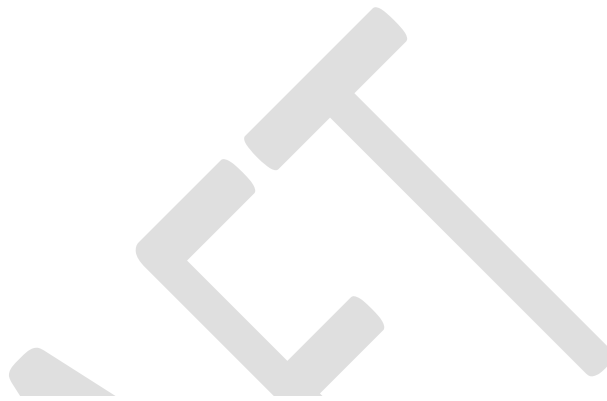
Line No.	Project #	Master Project	FY2025	FY2026	FY2027	FY2028	FY2029	TOTAL
1	1100	Road Improvements	15,570	1,710	55	100	55	17,489
2	1130	Portwide Parking Lot Improvements	6,194	1,020	100	0	0	7,314
3	1135	Portwide Parking Improvements	17,269	0	0	0	0	17,269
4	1180	Security Fencing/Lighting	1,763	345	265	265	265	2,903
5	1340	Maintenance Dredging	13,231	0	0	0	0	13,231
6	1380	Other Computer Equipment	4,636	1,804	1,782	1,843	1,620	11,685
7	1530	Park Upgrades	9,279	7,700	1,189	322	217	18,707
8	1560	Improve Piers,Bldgs,Structures	19,706	17,316	10,400	400	7,616	55,437
9	1580	Fire Equipment	88	60	98	90	100	436
10	1582	Fire Training Equipment	503	35	285	35	285	1,143
11	1590	Utilities and Improvements	6,713	0	0	0	0	6,713
12	1600	Minor Equipment	775	350	55	50	55	1,285
13	1610	New/Replacement Vehicles	1,909	105	90	90	615	2,809
14	1640	CT Furniture/Equipment	8,447	2,486	998	851	165	12,947
15	1710	Stormwater Improvements NPDES	270	250	0	0	0	520
16	1860	Financial System Upgrade	50	0	0	0	0	50
17	2010	Equipment-Generator	400	0	0	0	0	400
18	2030	CT 5 Terminal Upgrades	5,517	0	0	0	0	5,517
19	2042	CT10 Terminal Improvements	19,676	0	0	750	0	20,426
20	2075	Maritime Ctr Tenant Improvement	4,002	375	375	375	375	5,502
21	2091	CT# 8 Renovations	927	5,000	1,000	0	0	6,927
22	2218	Public Safety Projects	88	0	0	0	0	88
23	2225	PSGP 2022 Projects	254	0	0	0	0	254
24	2226	PSGP 2022 Projects	577	0	0	0	0	577
25	2227	PSGP 2023 Projects	1,450	0	0	0	0	1,450
26	2240	North Cargo Berth 4	11,437	0	0	0	0	11,437
27	2270	Master Plan	543	0	0	0	0	543
28	2273	Contingency New Projects/Lease	1,917	0	0	0	0	1,917
29	2279	CT Pax Bridge Renovation	9,555	3,250	3,250	3,250	3,250	22,555
30	2281	Generators	710	0	0	0	0	710
31	2287	Mobile Harbor Crane FY2020	4,992	0	0	0	0	4,992
32	2290	CBP Tech Upgrades	1,437	0	0	0	0	1,437
33	2292	Westside Infrastructure	3,509	0	0	0	0	3,509
34	NEW	Master Plan-Cruise Projects	557	2,068	133,160	87,610	4,605	228,000
35	NEW	Master Plan-Cargo Projects	0	2,000	2,000	5,000	5,000	14,000
Overall Total			173,948	45,874	155,102	101,031	24,222	500,176

Canaveral Port Authority
 FY2025 Capital Budget with Funding Sources
 (In Thousands)

Line No.	Master Project		Total FY2025	Funding Sources			
				Port Revenues	State Grants	Federal Grants	TOTAL FUNDING
1	1100	Road Improvements	15,570	15,570			15,570
2	1130	Portwide Parking Lot Improvements	6,194	6,194			6,194
3	1135	Portwide Parking Improvements	17,269	17,269			17,269
4	1180	Security Fencing/Lighting	1,763	1,763			1,763
5	1340	Maintenance Dredging	13,231	13,231			13,231
6	1380	Other Computer Equipment	4,636	4,636			4,636
7	1530	Park Upgrades	9,279	9,279			9,279
8	1560	Improve Piers,Bldgs,Structures	19,706	16,706	3,000		19,706
9	1580	Fire Equipment	88	88			88
10	1582	Fire Training Equipment	503	503			503
11	1590	Utilities and Improvements	6,713	6,713			6,713
12	1600	Minor Equipment	775	775			775
13	1610	New/Replacement Vehicles	1,909	1,909			1,909
14	1640	CT Furniture/Equipment	8,447	8,447			8,447
15	1710	Stormwater Improvements NPDES	270	270			270
16	1860	Financial System Upgrade	50	50			50
17	2010	Equipment-Generator	400	100	300		400
18	2030	CT 5 Terminal Upgrades	5,517	5,517			5,517
19	2042	CT10 Terminal Improvements	19,676	19,676			19,676
20	2075	Maritime Ctr Tenant Improvement	4,002	4,002			4,002
21	2091	CT# 8 Renovations	927	927			927
22	2218	Public Safety Projects	88	88			88
23	2225	PSGP 2022 Projects	254	157		97	254
24	2226	PSGP 2022 Projects	577	577			577
25	2227	PSGP 2023 Projects	1,450	1,450			1,450
26	2240	North Cargo Berth 4	11,437	2,859	8,578		11,437
27	2270	Master Plan	543	543			543
28	2273	Contingency New Projects/Lease	1,917	1,917			1,917
30	2281	Generators	710	710			710
32	2290	CBP Tech Upgrades	1,437	1,437			1,437
33	2292	Westside Infrastructure	3,509	3,509			3,509
34	NEW	Master Plan-Cruise Projects	557	557			557
35	NEW	Master Plan-Cargo Projects	0	0			0
Overall Total			173,948	160,973	11,878	1,097	173,948

Governing Rates, Rules & Regulations of Marine and Port Services Provided by the Canaveral Port Authority

TARIFF NO. 16



Contact:

Business Development

Canaveral Port Authority
445 Challenger Road, Suite 301|Cape Canaveral, FL 32920
Phone: 321-783-7831|Fax: 321-783-4651
E-mail: cpa.trade@portcanaveral.com
Website: www.portcanaveral.com

Effective Date:

October 1, 2023~~4~~



Commissioners

District 1: Jerry W. Allender

District 2: Micah Loyd

District 3: Fritz VanVolkenburgh

District 4: Kevin Markey

District 5: Wayne E. Justice

Administration

Captain John W. Murray | Chief Executive Officer and Port Director

Craig Langley, Esq. | VP, General Counsel

~~Michael Poole~~ Jeff Long, Ph.D. CPA | Chief Financial Officer

David German | VP, Cruise Business Development

Samantha Cornelius | VP, Cargo Business Development

DRAFT

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SECTION 100 LEGAL NOTICES

RULE 100: CONSENT TO TERMS OF TARIFF

The use of the waterways and facilities under the jurisdiction of Canaveral Port Authority (“CPA”), such waterways and facilities referred to herein as “Port Canaveral” or the “Port”, shall constitute a consent to the terms and conditions of this Tariff, and the rules and regulations of the CPA, as the same exist at the time of each such use; and such use shall evidence an agreement on the part of the agents, and other users of such waterways and facilities, to pay all charges specified in this Tariff (unless otherwise provided by written agreement with CPA or reduced/waived as provided herein), and be governed by all of said Tariff terms, conditions, rules and regulations.

RULE 105: GOVERNING AUTHORITY; ~~AND JURISDICTION~~ AND VENUE

Governing Authority: The Canaveral Port District is an independent special taxing district and political subdivision of the State of Florida. CPA has jurisdiction over and control of Port Canaveral including all wharves, sheds, warehouses, terminals, slips and upland areas and all other property owned or operated by it. It has the power to fix and regulate rates, charges, rules, and regulations for the use of these facilities. The administration, operation and maintenance of Port Canaveral is governed by a duly elected Board of Commissioners and are under the direct supervision of a Port Director appointed by said Board of Commissioners.

Jurisdiction and Venue: Jurisdiction ~~with respect to any claim or cause of~~ ~~for any~~ action whether in law or equity and whether founded in contract or in tort, brought by any user against CPA arising from or incidental to the user’s operations on CPA-owned property and/or its use of CPA’s services or facilities shall lie exclusively in the County or the Circuit Courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and in the United States District Court for the Middle District of Florida. Use of CPA’s facilities or receipt of its services by any user shall constitute that user’s consent to jurisdiction and venue in accordance with this Rule and shall constitute that user’s waiver of any objection based upon forum non conveniens or any other law providing for change or transfer of jurisdiction or venue in to any other location or forum. This Rule does not apply to any action by any user against CPA which may be instituted pursuant to an Act of the Congress of the United States that expressly designates the jurisdiction in which such action shall be prosecuted, and from which CPA would not have sovereign or ~~e~~leventh ~~a~~Amendment immunity.

RULE 110: APPLICATION OF TARIFF

The rates, rules and regulations contained in this Tariff shall apply equally to all users of and all traffic on the waterways and facilities owned, operated, and under the jurisdiction of CPA; except where inconsistent with express provisions of leases or agreements with CPA for use of facilities. CPA shall be the sole judge as to the application and interpretation of this Tariff and supplements hereto. Fees including, but not limited to, wharfage, dockage, harbor master, and line handling may be waived, reduced, or absorbed by the Port Director, if in the best interest of CPA. The Port Director shall also have the authority to implement other changes to this Tariff if it is determined such action is necessary for competitive purposes and/or the efficient use of the facilities. If changes remain in place for a period of twelve (12) months and are expected to remain permanent thereafter, they will be submitted to the Board of Commissioners as a Tariff revision for its approval.

RULE 111: ADDITIONAL AUTHORITY FOR DECLARED EMERGENCY

Upon declaration of an emergency by the President of the United States or the Governor of the State of Florida affecting the State of Florida, or for a natural disaster suffered by another state or country served by shipping line customer(s) of Port Canaveral, the Port Director shall have the authority to:

Prioritize vessel berthing to address such emergency condition;
Reduce or waive dockage and/or wharfage charges up to an amount not to exceed five thousand dollars (\$5,000.00) in support of humanitarian relief efforts where supplies, materials, labor, shipping, and related assistance are donated on a voluntary basis, or resources are provided at reduced rates by governmental or charitable agencies or organizations. In order to qualify for a reduction/waiver of dockage and/or wharfage charges, the carrier must furnish a manifest and certified statement as required by [Rule 115](#) identifying those items that qualify for a reduction/waiver. In addition, the Port reserves the right to access documentation and the carrier agrees to comply with all conditions as described in [Rule 1200](#).

RULE 115: VESSEL REPORTS AND CONTROLS REQUIREMENTS

All agents requesting a berth for a vessel at a Port Canaveral commercial wharf shall, as far in advance as possible but at a minimum twenty-four (24) hours prior to docking, submit a Vessel Berthing Request to the Harbormaster specifying the date and time of docking. The request shall include information regarding the approximate date and time of departure as well as the nature and quantity of cargo to be handled. The name, registration, and enrollment of the vessel must be provided. Failure to submit a proper Vessel Berthing Request could result in a delay in the vessel's arrival.

All vessels requesting a Port Canaveral commercial wharf shall notify the Harbormaster of their estimated time of arrival. Deviations or subsequent changes to scheduled arrival times shall also be reported. Such notices shall be given by all vessels as far in advance as is reasonably feasible in order to facilitate ship movements, coordination, and arrangement of port services for incoming vessels.

Agents and vessels requesting use of a Port Canaveral commercial wharf shall contact the Harbormaster upon arrival in order to ascertain the vessel's pre-assigned berth. The Harbormaster shall regulate and supervise the berthing of all vessels.

Full capacity and continuous twenty-four (24) hour vessel operations may be required at the discretion of the Harbormaster in order to facilitate Port operations and efficiency. Refusal or failure to fully comply with a continuous operations request may result in an order for the vessel to vacate the berth.

CPA reserves the right to order a vessel moved from its berth to a more suitable location including anchorage in the event of a disruption of the vessel's power or any other hindrances of its loading or unloading capabilities which impedes the vessel's ability to discharge or take on cargo pending necessary repairs.

CPA shall retain full authority to move or cause to be removed any vessel at any time and for any reason as deemed appropriate by the Harbormaster. The Harbormaster shall have absolute authority to arbitrate disputes and to direct masters, agents, and others having charge of vessels.

Before departing from a Port Canaveral commercial wharf, all vessels shall notify the Harbormaster Office of the vessel's departure time and obtain departure approval. Such notice shall be as far in advance of the actual departure time as is reasonably feasible in order to facilitate vessel movement and coordination; however, all such notices shall be made at least two (2) hours prior to departure.

The Agent, or others having charge of the vessel, shall direct and cause to be reported to the Finance Department all cargo or passengers loaded or discharged from such vessel or passengers in transit for non-homeported vessels. Such report(s) shall be submitted within five (5) business days of sailing or completion of cargo operations and in the form of copies of the ship's manifest, bill of lading or a certified statement providing the number of units, commodities, weights, dimensions (if required) and all other information which CPA deems necessary for the purpose of conducting audits to determine the accuracy of reports filed, compilation of commercial statistics or for other purposes. Failure to provide the requisite reports within the

designated time period shall result in a twenty-five dollar (\$25.00) per business day penalty assessed to and payable by the ship's agent unless expressly waived in whole or in part by the Port Director.

RULE 120: EMERGENCY SHIP MOVEMENT POLICY

See [Addendum E](#)

RULE 125: MOU BETWEEN THE CANAVERAL PORT AUTHORITY AND THE NAVAL ORDNANCE TEST UNIT CONCERNING SHIP MOVEMENT PRIORITY

See [Addendum D](#)

RULE 130: SEVERABILITY PROVISION

Each and every paragraph, sentence, term, and provision of this Tariff shall be considered severable and that, in the event any paragraph, sentence, term or provision is determined to be invalid or unenforceable, the validity and enforceability, operation or effect of the remaining paragraphs, sentences, terms or provisions shall not be affected, and this Tariff shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

SECTION 200 GENERAL INFORMATION

RULE 200: RECOGNIZED WORKING HOURS

The recognized working hours of the CPA shall be from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. local (ET), Monday through Friday, except the following holidays: Martin Luther King Jr Day, Presidents Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, and New Year's. When a holiday falls on a Saturday, the preceding Friday is observed. When a holiday falls on a Sunday, the following Monday is observed. Work performed at hours other than stated will be subject to overtime charges.

RULE 205: LOCATION

Port Canaveral is in Brevard County on the eastern coast of Florida, bordered on the north by the Cape Canaveral Space Force Station and the Banana River and bordered on the south by the City of Cape Canaveral. The main harbor channel is orientated in an east / west direction, extending from the Atlantic Ocean to the Banana River. The Port harbor contains three turning basins: the ~~Trident-East~~ Turning Basin, the Middle Turning Basin, and the West Turning Basin. These basins are connected by the Inner Reach Channel and the West Access Channel which form the south boundary of each basin. The Port Canaveral sea buoy is approximately located at: Latitude: 29°21.9N; Longitude 80°30.9W.

RULE 210: HARBOR ENTRANCE

Entrance to the harbor from the Atlantic Ocean is through a channel 500 feet wide and 46 feet deep. The entrance from the Intracoastal Waterway (Indian River) is by a canal 125 feet wide and 12 feet deep, running due east across Merritt Island for approximately four miles, to a lock measuring 600 feet by 90 feet.

RULE 215: TURNING BASINS

Information about the harbor's three turning basins:

~~**TridentEast Turning Basin:** Approximately 1,600 feet wide by 1,800 feet long basin with an access channel that tapers in width from 650 feet at the north end, to 400 feet at the south end, 41 foot depth. The access channel has an authorized depth of 46 feet. The Naval Ordinance Test Unit (NOTU) manages the Navy's Trident Basin and Wharf.~~

Middle Turning Basin: Approximately 2,260 feet long basin (including channel). 1,800 feet wide at the north end, 2,600 feet wide at the south end, -35 foot depth east and north portion, -43 foot depth west and south portion, 1,400 foot diameter turning circle located in the south west corner.

West Turning Basin: Trapezoidal basin which measures 2,750 feet wide at the widest point in the north, 1,400 feet wide at the narrowest point near the existing corner cut off, 1,650 feet long between Cruise Terminals 5 and 10, -35 feet CPA maintained depth, 1,725 foot diameter turning circle in the south east quadrant. At the north side is the Cruise Terminal 5 Basin, 650 feet wide by 800 feet long, -35 foot depth.

RULE 220: BERTHING FACILITIES

Port Canaveral has berths located on both the north and south sides of the harbor. All cruise terminals are supported by a separate, secure parking facility. Information including dock space and depth of berth is provided below. A Port Facilities map is available on CPA’s website at <http://www.portcanaveral.com/about/publications>. See **Addendum C** for Harbormaster contact information.

North Cargo Berths (NCB)

Berth	Dock Length		Maximum Draft	
NCB 1 / 2	393.2 m	1290'	12 m	39'06"
NCB 3 / 4	268.2 32.5 m	880' 1747'	13.10 m	40'00"
NCB 4 [‡]	268.2 m	880'	13.10 m	43'00"
NCB 5 / 6 ^{‡1}	570.6 m	1872'	12.2 m	40'00"
NCB 8	310.9 m	1020'	10.7 m	35'00"

[‡]Under Construction

^{‡1}Contact Harbormaster if additional draft is required

North Cruise Terminals (CT)

Terminal	Dock Length		Maximum Draft	
CT 5	208.8 m	685'	10.2 m	33'06"
CT 6	211.2 m	693'	10.2 m	33'06"
CT 8	240.2 m	788'	9.75 m	32'00"
CT 10	248.1 m	814'	10.4 m	34'00"

South Cargo Berths (SCB)

Berth	Dock Length		Maximum Draft	
SCB 1	492.2 m	1615'	9.75 m	32'00"
SCB 2 ^{‡2}			12 m	39'06"
SCB 3			12 m	39'06"
SCB 4	125.6 m	412'	12.2 m	40'00 39'06"

^{‡2}- Max Draft: Valid up until 975 ft. mark; Max Beam: 106' east of 800 ft. mark

South Cruise Terminals (CT)

Terminal	Dock Length		Maximum Draft	
CT 1	431.9 m	1417'	11.1 m	36'06"
CT 2	212.4 m	697'	10 m	33'00"
CT 3	402 m	1319'	10 m	33'00"

NOTE: Further restrictions may be imposed due to current water depths and vessel characteristics. Each vessel will be reviewed on a case-by-case basis by the harbormaster and the Pilots.

RULE 225: WATER AND FUEL BUNKERING FACILITIES

All berths have facilities for supplying fresh water and are accessible by tank truck or barge for bunkering. North Cargo Berths 1 and 2, South Cargo Berths 3 and 4, and Cruise Terminals 1, 5, 6, 8, and 10 have access to pipeline for bunker fuels.

RULE 230: STORAGE FACILITIES

A variety of storage facilities are available including dry, refrigerated, freezer, foreign trade zone warehousing, specialized facilities including dry bulk silos and liquid bulk tanks, and paved open storage. Contact Business Development for a list of storage facilities.

RULE 235: CONTAINER FACILITIES

Container facilities are located at NCB 5 and NCB 6 on the north side of Port Canaveral. ~~NCB 6 is serviced by two (2) ship to shore cranes, reference [Section 900](#) for additional crane information.~~

RULE 240: RAILROAD FACILITIES

The Port is served by the Florida East Coast Railroad through the Cocoa rail car facility and by Norfolk Southern via a multi-purpose terminal in Titusville.

RULE 245: FOREIGN TRADE ZONE #136

CPA is the Grantee for Foreign Trade Zone #136 ~~encompassing all of Brevard County~~. Refer to Foreign Trade Zone #136 Zone Schedule [available](#) on CPA's website at <http://www.portcanaveral.com/tariffs> or [by contacting](#) Business Development for further information.

RULE 250: GENERAL RESTRICTIONS AND LIMITATIONS

CPA is not obligated to provide storage or accommodation for property which has not been transported nor is intended to be transported by water to or from the Port; nor is it obligated to provide dockage, wharfage, storage, or other services beyond reasonable capacity of the facilities; nor is it obligated to provide extended storage for any property in the course of normal operations, beyond a period of time determined by the Port Director.

CPA is not obligated to accept any cargo, either inbound or outbound, which is not compatible with the accepted objectives of the Port and the established assurances to the community. The Port Director has discretionary authority to refuse any such cargo.

RULE 255: REAL ESTATE FACILITIES

For information regarding leasing of property and facilities owned and operated by CPA contact the Real Estate Department. See [Addendum C](#).

RULE 260: RECREATION FACILITIES

For information regarding recreational facilities owned and operated by CPA including Jetty Park, Boat Ramps ~~and & Parks, and Exploration Tower~~, visit CPA's website at <http://www.portcanaveral.com>.

RULE 265: COMMERCIAL FISHING AND PHOTOGRAPHY

All requests to photograph and/or film CPA owned, operated, or managed facilities or properties intended for commercial or promotional use must be submitted for review and approval 48 hours in advance to the CPA

Communications Department. News media requesting Port access to cover news events must have advance authorization from the CPA. Failure to notify the CPA in advance of arrival may result in access being denied. See [Addendum C](#) for contact information.

SECTION 300 MARINE OPERATIONS: RULES AND REGULATIONS

RULE 300: HARBORMASTER

The Port Director shall designate the Harbormaster and such other personnel deemed necessary for the execution and compliance with this Tariff and the operational rules and regulations for Port Canaveral. See [Addendum C](#) for Harbormaster contact information. In addition to any duties prescribed by law, the duties of the Harbormaster include:

1. Scheduling of vessel arrivals, departures and assigning berths in coordination with the Canaveral Pilots Association, ship's agent, and the local military establishment to provide for maximum safety and to reduce the possibility of incidents which could endanger personnel, damage property or the environment.
2. Coordinating the priority of vessel movements with the U.S. military when potential conflicts arise in scheduling. See [Addendum D](#) for Ship Movement Priority.
3. Coordinating marine safety and security procedures for Port Canaveral with the Canaveral Pilots Association, the U.S. military, U.S. Coast Guard, U.S. Army Corps of Engineers, the Port Facility Security Officer, and representatives or agents of vessel owners.
4. Processing of billing information.
5. Tracking the arrival and departure of vessels within the Port.
6. Scheduling vessel usage of berths, anchorages, or other facilities within the Port.
7. Ordering and enforcing a vessel, at its own expense and risk, to vacate or change position at a berth, anchorage, or facility in order to facilitate navigation, commerce, or Port security, to protect persons, vessels, or property, to prevent unauthorized use of Port facilities, or to facilitate dredging of channels or berths.
8. Designating Port facilities for the loading or discharging of vessels.
9. Monitoring waterside areas for threats to navigational safety and security and making notification to the Facility Security Officer on security related issues.
10. Issuing written orders of compliance and notices of violation under this Tariff.

VESSEL MOVEMENT PENALTIES:

1. Failure to Vacate or Change Position: Any vessel that unnecessarily delays in moving under an order to vacate or change position may be penalized in an amount not exceeding one thousand dollars (\$1,000.00) for each hour or fraction thereof, plus 150 percent (150%) of the demurrage costs incurred by a waiting vessel, until the order is complied with.
2. Obstructing or Resisting Harbormasters: If any person, master, consignee, agent, wharfinger or wharf owner, lessee of a wharf or other person shall oppose or resist the Harbormaster or the Duty Harbormaster in the execution of their duty, or disobey any order given by either of said officers as to the manner of removing or adjusting the rigging of any vessel under the control of such person, he or she shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida Statutes.

FAILURE TO NOTIFY HARBORMASTER:

Any master of a vessel who shall fail to report to the Harbormaster for a berth at the wharves on arriving in Port shall be guilty of a misdemeanor of the second degree, punishable as provided per Florida Statutes.

RULE 305: DUTY HARBORMASTER

The Port Director may appoint Duty Harbormaster(s) to provide a 24/7 contact for vessel owners, operators, agents, or masters in the absence of the Harbormaster, and to ensure compliance with this Tariff and the operational rules and regulations of the Port. The Duty Harbormaster(s) may be hailed on VHF Channels 12 or 16 by the call sign "Canaveral Harbormaster". See [Addendum C](#) for contact information. The duties of the Duty Harbormaster shall include those as outlined in the above Rule. When a situation arises where the Duty Harbormaster is unable to resolve it satisfactorily, or it is outside the responsibilities designated to the Duty Harbormaster by this Tariff, contact shall be made with the Harbormaster or the Port Director for resolution.

RULE 310: RESERVATIONS FOR CRUISE VESSELS

CPA will accept requests for advance reservations for cruise ships on a "first come, first served basis" or by contract and will protect a day or dates for berths and other specialized facilities as needed. Advance arrangements are to be made by the ship's agent with the Harbormaster. Notwithstanding the above, CPA reserves the right, through the Harbormaster, to assign berths and/or change the assignment of berths already reserved for the best utilization of Port facilities taking into account any and all elements which CPA, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Ships requiring berths due to weather, medical or any other request should contact the Harbormaster as soon as possible. CPA shall not be responsible for delays to vessels in berth or seeking berth or be responsible for damages resulting from delays to vessels, regardless of cause.

RULE 315: RESERVATIONS FOR VESSELS OTHER THAN CRUISE

CPA reserves the right to provide preferred berthing by written contract and to liner services that maintain a regular schedule. All vessels shall be assigned berthing facilities by the Harbormaster on a first come, first served basis, upon submission of a completed Vessel Berthing Request. All vessels shall be assigned to berths in the order of arrival at the sea buoy and in which they declare themselves as ready to commence work immediately upon arrival at berth. Notwithstanding the above, CPA reserves the right through the Harbormaster to assign berths and/or change the assignment of berths already reserved for the best utilization of Port Canaveral facilities taking into account any and all elements which CPA, in its sole discretion, chooses to consider in order to achieve the best berth and facilities utilization and is in the best interests of the Port. Cargo vessels loading or unloading are limited to seventy-two (72) hours at berth when another vessel is awaiting the same berth with a confirmed Vessel Berthing Request. The Harbormaster may make an exception to this Rule to allow continued berthing. CPA shall not be responsible for delays to vessels in berth or seeking berth or be responsible for damages resulting from delays to vessels, regardless of cause.

RULE 320: CHANGE OF LOCATION OF VESSELS

Any vessel, boat, barge, or other watercraft must at all times have on board a person in charge with authority to take such action in any actual emergency as may be necessary in order to facilitate common navigation or commerce or for the protection of other vessels or property. The Port Director or Harbormaster is hereby authorized and directed to order and enforce the removal or change of location of any vessel, boat, barge or other watercraft at its own expense, to such place as the Port Director or Harbormaster may direct, for the purpose of facilitating navigation or commerce, or for the protection of other vessels or property, and it shall be unlawful for the master, owner or agent of such vessel to fail, neglect or refuse to obey any such orders of the Port Director or Harbormaster.

If there is no responsible person available, or if the person in charge refuses to shift the vessel as directed, the CPA may have the vessel shifted at the risk and expense of the vessel owner or operator.

RULE 325: PILOT CONTROLS AND REGULATIONS

All pilots or deputy pilots must be licensed or indentured by the State of Florida Pilot Commission. It is required for foreign vessels and all coastwise vessels, except those United States coastwise vessels which have on board a pilot licensed by the United States Government. If a vessel is sailing to a foreign port or arriving

from a foreign port, it will have to engage a pilot licensed or apprentice pilot indentured by the State of Florida Pilot Commission for Port Canaveral, Florida, even though a United States licensed pilot is on board. All pilot service herein provided shall be by contractual arrangement running solely between the pilot engaged by the vessel and the vessel, its agents, and owners. CPA and the State of Florida Pilot Commission are not part of a contract arrangement.

All vessels shall have a licensed state pilot or certificated deputy pilot on board to direct the movements of vessels when entering or leaving Port Canaveral, except as otherwise provided in § 310.141, Florida Statutes. Exceptions include vessels exempted by the laws of the United States and monohulled vessels and certain multihulled vessels which draw less than 7' of water.

All Port pilots, including those holding a United States license, shall obey the directions given by the Port Director, Harbormaster in all particular instances as to vessel movement on the waters under jurisdiction of the CPA, either inbound or outbound, berthing, re-berthing, with regard to any vessel movement coordination and safety issues concerning these vessel movements. Any party failing to so obey any such direction of the Port Director or Harbormaster shall lose their privilege to operate as a pilot at Port Canaveral, and such may be enforced by injunction or otherwise.

Pilotage services are provided in Port Canaveral by the Canaveral Pilots Association. See [Addendum C](#) for contact information. For information regarding pilot(s) licensed by the United States Government, contact the Harbormaster Office.

RULE 330: DECK WATCH

All vessels moored to CPA operated wharves shall maintain a live deck watch and monitor VHF Channels 12 and 16 with the capability of communicating in English. The Port Director may require any vessel berthed at private leaseholds to maintain a live deck watch and have an English-speaking person to monitor VHF Channels 12 and 16.

RULE 335: LIGHTS

All vessels, while within the jurisdictional waters of Port Canaveral, shall display proper navigation lights between sunset and sunrise and during periods of restricted visibility (fog, rain, haze, etc.) in accordance with the U.S. Coast Guard Navigation Rules. The use of flashing, occulting, or revolving lights is prohibited except where expressly allowed by law.

RULE 340: MOORING

The master and crew of each vessel shall, at all times, ensure that their vessel is secured to the wharf utilizing mooring lines in sufficient number, positioning, strength, and condition. The crew shall tend to their vessel's mooring lines for the duration of the vessel's dockage as needed in order to accommodate for changes in weather conditions, changes in tide, and passing vessels. Additionally, all vessels must comply with any mooring arrangement recommendations as given by the Harbormaster, and/or Duty Harbormasters.

RULE 345: UNDER KEEL CLEARANCE AT BERTH

Any vessel berthed alongside any dock or seawall within Port Canaveral shall at all times maintain an under-keel clearance of at least six (6) inches between the lowest protrusion of the vessel and the sea bottom regardless of tidal conditions.

RULE 350: SPEED

The waters of Port Canaveral are designated as "slow speed, minimum no-wake" zone. In accordance with § 327.33, Florida Statutes, it is unlawful to operate a vessel without regard to posted speed and wake restrictions or other waterborne traffic, in a reckless manner, in a manner that endangers persons or property, including other vessels or structures, or in a manner causing wake damage.

RULE 355: ANCHORAGE

It shall be unlawful for any person, company, or corporation whether as principal, servant, agent, employee or otherwise, to anchor any vessel, barge, boat, or other watercraft of any kind in any of the turning basins or channels in Port Canaveral without permission from the Port Director except in cases of actual emergency. Vessels anchoring under emergency conditions will report to the Port Director and the Canaveral Pilots Association immediately with a full statement of the circumstances. Violators will be charged five hundred dollars (\$500.00) per day or any portion thereof, or twice the dockage charge, which would be applicable to the vessel, whichever is greater. Vessels authorized by the Port Director to anchor in Port Canaveral will be charged the dockage charge which would be applicable to that vessel.

RULE 360: COLLISION / ALLISION

In the event of a collision between two (2) vessels or an allision between a vessel and any wharf, dock, pier or other structure, a written report of such incident shall, be immediately reported to the Harbormaster for determination and instructions. A written report of such collision/allision made by the master, owner or agent involved is required to be furnished to the Port Director within twenty-four (24) hours after the collision/allision. In the event of a collision/allision where a vessel is under way and proceeding to the open sea with no need of repair, said report may be mailed by the master, owner, or agent of said vessel from the next port which it enters.

RULE 365: ENGINE IMMOBILIZATION

Masters, owners, or agents of vessels intending to immobilize the main engines of their vessels at CPA wharves shall submit a formal immobilization request to the Harbormaster a minimum of forty-eight (48) hours in advance of said vessel's estimated time of arrival. In the event that another vessel requires berthing at an immobilized vessel's berth for the purpose of actively working cargo, the Harbormaster will require the immobilized vessel to shift. All charges associated with said shift shall be at the expense of the Master, owner, or agent. In order to accommodate such shifts, as well as potential emergency movements, an immobilized vessel shall have a sufficient number of crew onboard and also towing lines rigged on the offshore side of the immobilized vessel's bow and stern.

RULE 370: OBSTRUCTION OF NAVIGATION

No substance that will form an obstruction to navigation or become a nuisance shall be deposited in the waters of Port Canaveral.

RULE 375: SALVAGE OPERATION

Prior to the commencement of salvage operations, individuals and/or businesses desiring to perform salvage operations within the waters of Port Canaveral will be required to furnish CPA with a performance bond ensuring that the salvage operation will be performed expeditiously and to the satisfaction of federal, state, and local authorities. The Port Director is authorized to determine and fix the amount of the required performance bond on a case by case basis.

RULE 380: UNDERWATER DIVING OPERATIONS

Underwater diving operations are prohibited within the confines of Port Canaveral except when authorized by the Harbormaster. Those involved with an authorized dive operation must notify the Harbormaster immediately prior to commencing diving operations, as well as at the conclusion of diving operations. Additionally, those involved with an authorized dive operation must have personnel onsite at the dive site that will monitor VHF Channel 12, as well as display proper dive flags throughout the duration of the dive. Furthermore, authorized diving operations must comply with all standing U.S. Coast Guard policies and regulations.

For purposes of this Rule the confines of Port Canaveral are defined as including all water east of the Barge Canal Lock through the Jetties to the Atlantic Ocean.

This Rule does not apply to waters under the control of the United States Navy, United States Army Corps of Engineers, or to the U.S. Coast Guard.

RULE 385: HOT WORK

Hot work is prohibited on CPA wharves except when authorized by the Canaveral Fire Rescue. For information on obtaining a hot work permit, contact the Harbormaster Office.

SECTION 400 FACILITIES**RULE 400: ABANDONED CARGO**

Any cargo on which charges have not been collected within ninety (90) days shall be considered abandoned cargo. CPA reserves the right to remove any or all such property to another part of the premises or remove it and place it in storage off of CPA premises at the risk and expense of the owner. CPA may retain possession of the property until all charges have been paid. In any instance, when the Port Director determines final abandonment of cargo, such cargo may be disposed of by CPA.

RULE 405: CLEANLINESS

All vessels, their owners or agents, and all other users of CPA property, facilities, or equipment, shall be held responsible for keeping CPA's property, facilities, and equipment in a clean and orderly manner to the satisfaction of CPA. CPA's property includes, but is not limited to, its berths, piers, adjacent aprons, and gutters, drains and drainage facilities, entryways, and roadways. Failure to comply with this requirement, or to make reasonable progress within twenty-four (24) hours of receipt of notice thereof, will result in the user being charged five hundred dollars (\$500.00) for each calendar day or portion thereof the property, facility or equipment is not cleaned. In addition to such charge, CPA reserves the right to do any required cleaning and charge the user the cost of such cleaning plus 20%.

RULE 410: DAMAGES TO PORT PROPERTY OR PROPERTY OF OTHERS

Users of CPA facilities shall be held responsible for all damage to property, facilities and equipment caused by them, their employees, agents, or contractors, or resulting from the use of CPA property and facilities. CPA's property includes, but is not limited to, its berths, piers, adjacent aprons, and gutters, drains and drainage facilities, entryways, roadways, and waterways. It is the responsibility of the users to immediately notify the Port Control and the Harbormaster of damages to property, facilities, or equipment caused by or arising out of their use and to confirm same in writing within three (3) working days.

Any damage caused by the vessel to the wharf or equipment for any reason shall be the responsibility of the master and the owner of the ship causing the damage. CPA shall be able to detain the ship until it has received a satisfactory guarantee for payment of the amount of the damage caused or a reasonable estimate thereof.

All repairs of damage to buildings, structures, equipment, etc. will meet current building and safety codes and shall be completed to CPA's satisfaction. CPA reserves the right to repair said damages and bill the user the cost of such repair plus 20%. Failure to notify the Port of any damage to the facilities will result in the user being charged the cost of such repairs plus 50%.

RULE 415: MAXIMUM LOAD / HEIGHT OF CRANE CARGO IN SHEDS ON WHARVES AND FACILITIES

CPA reserves the right to specify the maximum load that may be placed on its wharves and facilities, and the manner in which single heavy pieces shall be moved over said wharves and facilities and also reserves the right to specify the maximum height to which any commodity may be stacked or piled. A formal request for approval of such crane and heavy lift cargo movements shall be submitted to the Harbormaster Office and

the Engineering Department a minimum of 2 business days in advance of said movement. Upon receipt of the request, an engineering analysis will be completed to determine if the wharves and facilities can support the weight of a crane lift, cargo, handling, or transport equipment, either individually or combined, CPA will charge three hundred and ~~forty-fifty~~ dollars (~~\$340.00~~\$350.00) for the engineering analysis, to either the crane operator, agent, stevedore, or tenant. Crane service companies must be permitted to conduct business at Port Canaveral per [Rule 1315](#) and carry insurance coverage in accordance with the Insurance Supplement, [Addendum A](#).

RULE 420: SIGNS

Painting signs on structures belonging to CPA is prohibited without prior approval. Signs to be erected on the Port shall be furnished by the Port users and erected or placed by the user after the Port Director has approved the design material and size of said signs. All signs shall be uniform and are subject to CPA sign regulations.

RULE 425: VEHICLES ON FACILITIES

No owner or operator of any automobile, truck, trailer, or other vehicle may allow the vehicle to remain parked on any CPA secure or restricted facility for a period longer than is necessary for loading or unloading. Overnight parking is only authorized in approved commercial staging areas. Any vehicle in violation of this Rule may be towed at the owner's expense at cost plus 20%. CPA shall assume no responsibility for costs or damages associated with the removal and/or storage of unauthorized, improperly, or illegally parked vehicles. Parking will be administered by code enforcement officers in accordance with CPA rules and regulations.

RULE 430: WHARF OBSTRUCTION

Stevedore's tools, appliances and equipment, vehicles, cranes or any other material or object, including cargo when not actively loading or unloading, will not be permitted to remain, or be stored on the aprons wharves, wharf premises, driveways, roadways, or other locations that would hamper normal Port operations without prior approval of the Port Director. If removal is ordered and the removal order is not adhered to, such material will be removed and stored at the owner's costs plus 20%.

SECTION 500 SECURITY, SAFETY, AND ENVIRONMENTAL**RULE 500: DISCHARGING / THROWING TRASH, REFUSE AND/OR GARBAGE INTO WATERWAYS**

It shall be unlawful for any person, company or corporation to deposit, place or discharge into the waterways of Port Canaveral either directly or through private or public sewers, any sanitary sewage, garbage, dead animals, gaseous liquid or solid matter, petroleum product, calcium or carbide, trade waste, tar or refuse, ship engine exhaust scrubber washwater effluent discharge, or any other matter, which is capable of producing floating matter or scum on the surface of the water, sediment on the bottom of the waterways, turbid water within the water column, or the odors and gasses of putrefaction. In addition, all applicable federal, state, and local laws, rules, or regulations pertaining to air and water pollution shall be rigidly observed.

Vessels discharging oil from bilges or tanks into the waters of Port Canaveral will be reported to the U.S. Coast Guard. All vessels, their owners or agents, and all other users of CPA facilities, shall be held responsible for any such discharges caused by them.

CPA reserves the right to undertake any assessment or corrective action deemed necessary or prudent to protect public health or property. The cost of assessment and corrective action plus 50% will be assessed to vessel causing such discharge.

RULE 505: EMERGENCIES

Anyone who becomes aware of an emergency within the jurisdictional boundaries of the Port should call 911 or notify the Port Control Center (see [Addendum C](#)) while taking such measures as may be appropriate.

In case of fire on board a vessel docked in Port or on the wharf at which the vessel is berthed, such vessel shall sound repeated long blasts of its whistle or siren, each blast to be from four (4) to six (6) seconds duration, to indicate a fire.

Vessel horns, whistles, or sirens serve as important navigational and safety devices. Such signaling devices should only be used in the event of emergencies and in the furtherance of safe navigation. Other unnecessary use of signaling devices (e.g., farewell goodbyes or use as entertainment) is prohibited outside of the following operating hours: 0800 – 1800.

RULE 510: EXPLOSIVES

Explosives and hazardous or highly inflammable commodities or material may be handled over or received on the wharves or other facilities of CPA by special arrangements with and at the option of the Port Director. Handling of such commodities or material shall be conducted in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations and approved by the Canaveral Fire Rescue and U.S. Coast Guard.

RULE 515: HAZARDOUS MATERIALS

All Port users/tenants will be held responsible for compliance with all applicable federal, state, and local laws, ordinances, rules and regulations regarding the transportation, storage, disposal, use and handling of hazardous materials. Any user/tenant transporting, storing, disposing, using, or handling hazardous material shall indemnify and hold CPA harmless from all damages, claims, and expenses including attorney fees resulting from the presence of such material at or near the Port Canaveral. No provision or rule relieves or limits the violators' liability for their own negligence.

RULE 520: INCLEMENT WEATHER

Port Canaveral is not a suitable refuge for either hurricanes or tropical storms. Port Canaveral is a port of significant national and regional importance, and efforts must be taken to mitigate damage which may be caused by a severe weather event. All Port Canaveral users must comply with storm preparation directives and evacuation orders given by CPA, the U.S. Coast Guard, Brevard County Sheriff's Office, and Canaveral Fire Rescue. For additional information refer to CPA's website at <http://www.portcanaveral.com/About/Severe-Weather-Awareness> or contact Public Safety and Security, see [Addendum C](#).

Vessels greater than 500 gross tons desiring to remain in the Port during a hurricane or tropical storm must request and receive permission from the CPA and U.S. Coast Guard Sector Jacksonville. CPA may require vessels greater than 500 gross tons that have been approved by the U.S. Coast Guard to remain in Port to shift berths for operational or safety reasons.

Vessels under 500 gross tons may not remain in Port, including in the waterways of marinas, and shall be promptly removed from the waters of the Port by the vessel owner(s), upon issuance of an evacuation order by CPA.

The CPA may issue penalties to vessel owners or operators for violations of this Rule in an amount not to exceed the amount prescribed in § 313.22(3), Florida Statutes. The owner or operator of any vessel that has not been removed from the waterway of the marina, pursuant to an order from CPA, after the hurricane watch has been issued, may be subject to a fine in an amount not exceeding three times the cost associated with removing the vessel from the waterway.

Additionally, all tenants and users of Port Canaveral wharves and facilities shall be responsible for adequately securing all cargo, materials, and equipment that may cause personal injury and/or property damage in the event of a hurricane, tropical storm, or any other severe weather event. In the event any cargo, materials, or equipment are not stored and secured in accordance with requirements issued by the CPA, the CPA may take appropriate measures to secure the items and charge the tenant or user at cost plus 20%.

The CPA assumes no responsibility or liability for any injury or damage to persons, property, cargo, materials, or equipment resulting from hurricanes, tropical storms, or other severe weather events.

RULE 525: LOITERING

Loitering in or around restricted areas of the CPA shall be prohibited. Unauthorized presence within a restricted area constitutes a breach of security.

RULE 530: MARPOL ANNEX V

All persons including vessel owners, agents, stevedores, truckers, chandlers, ship repairers, oil vendors, tenants of CPA and any public or private company entering CPA property shall comply with the U.S.C.G. (PL 100-220) MARPOL Annex V code regarding disposal of plastic, vegetable, and medical waste. Contact CPA forty-eight (48) hours in advance of vessel's arrival for list of A.P.H.I.S. approved reception facilities.

RULE 535: NO SMOKING

It shall be prohibited for any person to smoke or light any match upon Port wharves or in the immediate vicinity of vessels containing, loading, or discharging explosives or dangerous cargo and/or any other area where such is prohibited by CPA, Canaveral Fire Rescue, or the U.S. Coast Guard.

RULE 540: NUISANCE DISCHARGE CREATED BY VESSELS

Throughout the duration of a vessel's stay in Port Canaveral, it is prohibited to emit excessive smoke, perform incineration activities, blow tubes, or clean boilers and/or shipboard cargo tanks/holds, or otherwise create nuisance discharge. All necessary measures to prevent emitting excessive soot, ash, or dark smoke from engine exhaust and/or ancillary shipboard machinery shall be taken. Additionally, the discharge into Canaveral harbor of black or gray water, or ballast water, unless such ballast water has been treated using an approved, properly functioning on board ballast water treatment system is prohibited. The vessel owner/operator and/or its local agent shall be held as the responsible party for any violation of this Rule. Nuisance discharge notifications shall be directed to both the Harbormaster and the Environmental Department, see [Addendum C](#). Any nuisance discharge notifications received by the Harbormaster Office and the Environmental Department will be investigated in order to inform or, when necessary, issue warnings to a vessel and/or its local agent for any violation(s), and/or reporting to appropriate regulatory authority.

RULE 545: REGULATED AND HAZARDOUS SUBSTANCE SPILL RESPONSE READINESS

All companies and governmental entities transporting and handling petroleum-based fluids within Port Canaveral, or over any wharf or bulkhead must provide a current Discharge Prevention and Response Certificate as required by § 376.065, Florida Statutes, and demonstrate the number of trained personnel and containment and recovery equipment, as required by a response, and as identified in the Federal Pollution Act of 1990, is adequate for the performance of their respective Port operations. Should such companies or entities utilize its membership in the Port Canaveral-Brevard County Spillage Cleanup Committee, Inc. to demonstrate compliance for any part of these requirements, such membership must be maintained in good standing. Contact the Environmental Department (see [Addendum C](#)). Each company or entity must also have insurance coverage based upon the circumstances of response in accordance with the Insurance Supplement, [Addendum A](#).

In the event of any regulated or hazardous substance being released or discharged on, under, or within CPA's facilities or into the waterways of Port Canaveral, the vessel, its owner(s) or agent(s), or the user(s) of CPA facilities shall be held responsible for any such release or discharge caused by them. The responsible party shall immediately follow notification procedures in accordance with [Rule 505](#), in addition to notifying all regulatory agencies requiring notification. The responsible party, at its sole expense, also shall immediately take all necessary remedial mitigation and clean-up actions in accordance with applicable federal, state, and local laws, rules, and regulations. Any regulated or hazardous substance entering or having the potential to enter navigable waters must be reported immediately to the U.S. Coast Guard National Response Center (NRC). The phone number for the NRC is: 1 (800) 424-8802. CPA reserves the right to undertake any assessment or corrective action deemed necessary or prudent to protect public health or property. The cost of assessment and corrective action plus 50% will be assessed to the responsible party causing the release or discharge.

RULE 547: VESSEL HULL CLEANING AND MAINTENANCE OPERATIONS

~~Vessel hull cleaning or maintenance operations, including sandblasting or painting, while docked at Port Canaveral is prohibited without prior written approval from the Environmental Department. No vessel docked at Port Canaveral shall perform hull cleaning and/or maintenance operations, sandblasting, or painting without the prior written approval from the Environmental Department.~~ Any vessel, agent, person, or company desiring to perform such activities shall make a request for authorization in writing to both the Harbormaster and the Environmental Department (see [Addendum C](#)). The request is to be sent a minimum of forty-eight (48) hours prior to the desired commencement and shall contain the following: a detailed description of the activities to be performed; the vessel's biocide-free anti-fouling coating certificate(s); and the materials and protection measures to be used. The following are strictly prohibited in the Port Canaveral harbor: 1) the performance of hull cleaning and maintenance operations on a vessel which utilizes a biocide containing anti-fouling coating; and 2) chipping, scaling, or otherwise removing paint from a vessel hull into the waterways.

RULE 550: REMOVAL OF WASTE AND CONTAMINATED OILS

Contact the Harbormaster Office for a list of companies to contact for such service.

RULE 555: RESTRICTED ACCESS AREAS AND SECURE / NO TRESPASS ZONES

CPA has designated secure and restricted areas within the Port in accordance with Florida Statute § 311.12. These areas shall be clearly marked and indicate that unauthorized access is prohibited and constitutes a breach of security. In addition, security zones are established 100 yards around all tank vessels, cruise ships, and military pre-positioned ships within the Port jurisdictional area and shall be enforced in accordance with the provisions of Florida Statute § 327.461.

RULE 560: RESTRICTIONS REGARDING WASTE DISPOSAL PRACTICES FOR PASSENGER VESSELS

All passenger vessels operating from, or calling on, Port Canaveral are expected to abide by the waste disposal guidelines within the Cruise Industry Waste Management Policy outlined in the Memorandum of Understanding (MOU) between the International Council of Cruise Lines (ICCL) [now known as the Cruise Lines International Association (CLIA)], Florida-Caribbean Cruise Association (FCCA) and the Florida Department of Environmental Protection (FDEP) as subsequently amended and any other applicable international, federal, state and local environmental regulations. The MOU is available on the FDEP website (see <https://floridadep.gov/sites/default/files/cruiselineMOU12-06-01.pdf>). Waste disposal guidelines are available on the Cruise Lines International Association (CLIA) website.

RULE 565: SECURITY DISTANCES BETWEEN VESSELS

Security zones are established 100 yards around all tank vessels, cruise ships, and military ships while the vessels are within the jurisdictional waters of the CPA. Entry into these zones is prohibited except as authorized by the U.S. Coast Guard. Security zones shall be in effect whether the vessel is in transit or at berth.

RULE 570: SECURITY SERVICES

In accordance with the Maritime Transportation Act (“MTSA”), the CPA may require Port Tenants, clients, and users to provide security services to monitor cargo or other property under their care, control, or management. This shall include, but not be limited to, all cargo and properties encompassed by a tenant leasehold or site-specific facility security plan (“FSP”).

Port Tenants, clients, or users who are regulated by the U.S. Coast Guard under the purview of a site-specific FSP shall be wholly responsible for establishing terminal security services in accordance with the provisions of their site-specific plan.

In the event a user does not have an approved FSP, ~~or their site-specific plan is not approved by the CPA Facility Security Officer, they may have requested and been granted permission by the CPA Facility Security Officer to use the Port’s FSP, or for all operations at North Cargo Berth 8 (NCB8). If permission is granted, the~~ user shall comply with all provisions of the regulations and procedures set forth in the Port’s FSP. The user of the Port’s FSP is responsible for Terminal Security Services in accordance with [Rule 571](#).

CPA reserves the right to charge the user any administrative or civil penalty, fee, or fine assessed due to failure of the user to comply with the provisions of the MTSA and/or the Port’s approved FSP. This charge shall include the actual cost, including any legal fees associated therewith, plus 20%.

Organizers of a special event or any activity for which there is an anticipated or actual need for enhanced or specialized security services shall be required to provide adequate security services, as determined by CPA, for the duration of such event or activity, and at the organizer’s sole cost and expense. CPA reserves the right to charge the organizer for providing such enhanced or specialized security services, in the event adequate security services are not provided by the organizer, as determined by CPA.

Security services required by this Rule shall be provided by a contract provider of security services permitted by the CPA per [Rule 1315](#). Such services shall be in accordance with the requirements of Chapter 493 of the Florida Statutes as amended. In addition, security services shall carry insurance coverage in accordance with the Insurance Supplement, [Addendum A](#).

RULE 571: TERMINAL SECURITY SERVICES

When required by the Port’s U.S. Coast Guard approved FSP, terminal security shall be provided by a contract provider of security services permitted by the CPA per [Rule 1315](#). ~~Requests for Terminal Security Services require a minimum of forty-eight (48) hours’ notice to the CPA Harbormaster and Public Safety and Security Department. shall be notified a minimum of forty-eight (48) hours in advance.~~ Services requested with less than twenty-four (24) hours’ notice will be charged at the Weekend/Holiday rate. ~~Terminal Security will be billed at a minimum of four (4) hours per guard.~~

Description	Hourly Rate
Normal Business / Meal Hours	\$32.00
Weekends and Holidays	\$40.00 <u>\$43.00</u>

NOTE: Terminal Security Services will be billed at a minimum of four (4) hours per guard and are subject to applicable taxes. Guard requirements will be dependent upon assigned berth.

RULE 572: SECURITY SURCHARGE

A surcharge will be billed to offset cost of compliance with federal, state, and local security regulations and laws in the amount of 3% of total dockage charged for all vessels berthing at CPA maintained facilities with an LOA over 100 feet (excluding cruise/passenger vessels). This surcharge will be assessed in addition to all other fees within the Tariff.

RULE 573: MARINE STANDBY FIRE PROTECTION FOR LNG TRANSFER

Canaveral Fire Rescue is required to be on marine standby during all liquefied natural gas (LNG) transfer operations including, but not limited to, delivering LNG across the wharf and vessel bunkers. The following marine standby charges shall be for LNG delivered across the wharf and vessel bunkers:

Description	Hourly Rate
Marine Standby Fire Protection	\$165.00 <u>175.00</u>

Requests for all LNG operations must be made to the CPA Harbormaster, CPA Public Safety and Security Department and Canaveral Fire Rescue at least seventy-two (72) hours in advance of the intended operations. In the event of a cancellation, a notice of less than forty-eight (48) hours will result in a charge of four (4) hours of Marine Standby Fire Protection.

RULE 574: TWIC ESCORT FEES

CPA reserves the right to require and provide escort services for non-TWIC holders with approved business purposes on Port property within the Port’s designated secure and restricted areas. The CPA’s Director of Public Safety and Security, or designee, is authorized to consider individual cases which do not compromise the intent of this Rule, violate federal or state laws, or increase safety and security risks. The authorized TWIC escort must continuously remain side by side with the non-TWIC holder in a manner sufficient to observe the activities in which the escorted access was granted. See [Addendum C](#) for contact information. Reference [Rule 200](#) for the Port’s recognized working hours.

Description	Hourly Rate
Normal Business Hours	\$50.00
Weekends and Holidays	\$75.00

RULE 575: SOLICITATION

It shall be unlawful for any person to solicit or carry on any business on CPA property without first obtaining authorization from the Port Director and will be subject to having required occupational licenses.

RULE 577: UNMANNED SYSTEMS (DRONES)

Port Canaveral is designated as a critical infrastructure facility as defined in §330.41, Florida Statutes. It is a misdemeanor to knowingly or willfully operate a drone over the lands or waterways of Port Canaveral, allow a drone to make contact with or come within a distance close enough to interfere with the operations or cause

a disturbance to the Port, without the prior written consent of the CPA or unless otherwise exempt. See §330.41(4)(c), Florida Statutes. Operation of a watercraft drone in the waters of Port Canaveral is also prohibited without prior written consent of the CPA. Requests for authorization must be made to the CPA's Public Safety and Security Department (See [Addendum C](#)) at least 48 hours in advance of the intended operation. Persons found in violation may be subject to trespass from CPA property.

SECTION 600 DOCKAGE: RULES AND RATES

RULE 600: BASIS OF CHARGE

Dockage shall be based on the length overall of the vessel or the highest gross registered tonnage. Length overall is the linear distance as expressed in feet of the extreme length of the vessel. Lloyd's Register of Shipping shall be used to determine the length overall of a vessel. If vessel is not in Lloyd's registry, then the vessel will be required to show a Certificate of Registry. However, the CPA reserves the right to admeasure any vessel when deemed necessary and use such admeasurements as the basis for dockage.

RULE 605: DURATION OF CHARGE

Dockage is calculated per twenty-four (24) hour period and begins when a vessel is secured to a wharf, pier, bulkhead structure or alongside another vessel so berthed and each 24 hours or portion thereof constitutes as an additional day's dockage. Dockage is based on straight running time and shifting from one adjoining berth to another shall not interrupt the straight running time.

RULE 610: DOCKAGE CHARGES EXCEPT GOVERNMENT AND CRUISE VESSELS

Over	But not more than	Charge per 24-hour day per LOA, in feet	Over	But not more than	Charge per 24-hour day per LOA, in feet
0	300	\$3.48 <u>3.58</u>	551	575	\$9.38 <u>9.66</u>
301	325	\$4.59 <u>4.73</u>	576	600	\$10.02 <u>10.32</u>
326	350	\$4.95 <u>5.10</u>	601	625	\$11.29 <u>11.63</u>
351	375	\$5.40 <u>5.56</u>	626	650	\$11.74 <u>12.09</u>
376	400	\$5.65 <u>5.82</u>	651	675	\$12.06 <u>12.42</u>
401	425	\$6.16 <u>6.34</u>	676	700	\$12.64 <u>12.99</u>
426	450	\$6.72 <u>6.92</u>	701	725	\$12.94 <u>13.33</u>
451	475	\$7.41 <u>7.63</u>	726	750	\$13.34 <u>13.71</u>
476	500	\$7.72 <u>7.95</u>	751	775	\$13.55 <u>13.96</u>
501	525	\$8.27 <u>8.52</u>	776	800	\$14.33 <u>14.76</u>
526	550	\$8.60 <u>8.86</u>	801	& Over	\$15.35 <u>15.81</u>

RULE 615: DOCKAGE CHARGES GOVERNMENT VESSELS

For U.S. Government owned public vessels regularly based, visiting and/or operating from Port Canaveral and in Port either frequently or infrequently:

Per gross registered tonnage, per 24-hour day or fraction thereof	\$0. 36 <u>37</u>
U.S. Navy vessels or foreign naval vessels making infrequent visits of short duration for recreation or open house, will be on a space available basis with prior written approval	NO CHARGE

Government vessels not engaged in commerce may be granted an exemption or reduction in rates at the discretion of the Port Director.

RULE 620: DOCKAGE CHARGES CRUISE VESSELS

Dockage charges for cruise vessels are provided in the tables below. The minimum dockage charge for multiday cruise vessels is ~~\$5,500.00~~\$6,000.00.

Per gross registered tonnage, per 24-hour day or fraction thereof	\$0. 2812 <u>2730</u>
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620.1 One (1) Day Gaming Vessels

One (1) day gaming vessels homeported at Port Canaveral with 200 or more sailings per year	\$1.18 <u>1.22</u> per 24-hour day per LOA, in feet
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RULE 625: DOCKAGE CHARGES BUNKERING

All vessels calling at Port Canaveral for the purpose of bunkering only and remaining on berth for less than twenty-four (24) hours will be charged dockage at 75% of the current Tariff rate or the minimum dockage rate, whichever is greater.

RULE 630: DOCKAGE FOR TUG AND BARGE BUNKERING

Tugs and barges engaged in bunkering only for cruise and cargo vessels will be charged dockage at 75% of the current Tariff rate or the minimum dockage rate, whichever is greater.

RULE 635: COMMERCIAL LAYBERTH

Upon application to and acceptance by the Port Director for a layberth rate, and subject to availability of a suitable berth, vessels that are in Port for reasons other than for cargo or cruise operation:

- Days 1-7 will be charged dockage at a rate of 100% of the current Tariff rate.
- Days 8-30 will be charged dockage at a rate of 75% of the current Tariff rate.

Requests for layberth must be submitted to the Port Director by the ship agent, in writing, within seventy-two (72) hours of the vessel's departure from Port Canaveral. Vessel lay-up in excess of thirty (30) days shall be by contract only.

RULE 640: CRUISE REFURBISHMENT

Upon application to and accepted by the Port Director and subject to availability of a suitable berth, cruise vessels in Port for refurbishment prior to commencement of or resuming cruise operations from Port Canaveral will be charged dockage at the rate of 75% of the current Tariff rate unless expressly waived in whole or in part by the Port Director.

RULE 645: MINIMUM DOCKAGE EXCEPT CRUISE VESSELS

Except as provided in [Rule 620](#), the minimum dockage invoice will be as follows:

Per 24-hour day or fraction thereof	\$344.52 <u>354.86</u>
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RULE 650: DOCKAGE FOR UNAUTHORIZED BERTHING

Any vessel berthed in an unauthorized manner or shifted without approval of CPA shall be subject to dockage in an amount equal to twice the current Tariff rate.

The Port Director may issue a written exemption to this Rule, and may impose further restrictions, up to and including banning vessel docking, berthing, or mooring for safety, security, environmental or severe weather conditions that threaten the Port's infrastructure, commerce, or the navigational channel. Violations will be subject to penalties and will be enforced by appropriate authorities and the Harbormaster.

SECTION 700 WHARFAGE: RULES AND RATES

RULE 700: BASIS OF CHARGE

Wharfage shall be based on the cargo type and rates provided below. Unless otherwise noted, fractional tons will be used when calculating wharfage. For example, if the manifest indicates 2,500 pounds, wharfage rates will be computed at 1.25 tons.

Where wharfage is denoted as weight or measurement (W/M), rates shall be charged on the basis of weight (per ton) or measurement (per 40 cubic feet), whichever produces the greater revenue. The number of cubic feet in the measure is determined using the number of cubic feet which could be contained within the largest 6-sided box (having all right angles) required to contain the cargo had the cargo been shipped in such a rectangular box.

RULE 705: CARGO WHARFAGE

Cargo Type	Charge	Rate Type
All Items not otherwise specified (NOS)	\$3.60	W/M
Aluminum, ingots, or billets	\$2.51	Per ton
Automobiles and Motorcycles, New	\$5.96	Per unit
Automobiles and Motorcycles, Used	\$7.48	Per unit
Bananas/plantains	\$1.82	Per ton
Bulk, dry, NOS	\$0.98	Per ton
Bunkers, Liquefied Natural Gas (LNG) via pipeline, barge or truck	\$0.57	CBM
Bunkers, petroleum via pipeline, barge or truck	\$0.17	Per BBL
Citrus pellets	\$0.53	Per ton
Containers/Empty	\$2.39	Per unit
Containers/Loaded	\$33.74	Per unit
Dry cargo, bagged and palletized, for use by the construction industry	\$2.14	Per ton
Dry cargo in supersacks	\$1.76	Per ton
Fresh fruit, vegetables, NOS	\$2.63	Per ton
Gypsum drywall	\$2.29	Per ton
Hardboard, plywood, veneers, fence, posts, logs-finished/unfinished, processed, unprocessed	\$2.97	Per ton
Juices, including concentrates and single-strength, and related products	\$2.25	Per ton
Kraft liner board, knockdown boxes/cartons/fiberboard, wood-pulp (baled/rolled)	\$2.17	Per ton
Liquefied Natural Gas (LNG)	\$0.57	CBM
Lumber-finished/unfinished, processed/unprocessed per 1,000 board feet	\$2.99	Per MBF
Machinery, manufactured equipment or parts, NOS	\$8.46	W/M
Meat, poultry, fish, fresh or frozen	\$2.87	Per ton
Newsprint or paper products, NOS	\$2.69	Per ton
Petroleum, petroleum by products loaded or unloaded through pipeline	\$0.17	Per BBL
Pumice	\$1.11	Per ton
Recycled bins, empty, used for the transportation of juice and related products	No charge	
Salt	\$1.32	Per ton
Sand and sand products	\$1.09	Per ton
Steel and Iron products, NOS	\$2.31	W/M
Steel and Iron, reinforced or rebar	\$2.62	W/M
Trucks, buses, tractors, trailers, road building equipment, oil/water drilling equipment (new or used)	\$26.57	Per unit
Wastepaper/corrugated medium, old newspapers, white/color paper, envelopes/cloth/fabric/ clothes (compressed bundles or bales)	\$2.50	Per ton

Cargo Type	Charge	Rate Type
Yachts & Boats, up to 25' LOA	\$1.31	Per foot
Yachts & Boats, greater than 25' LOA	\$2.01	Per foot
Other commodities and volume discounts	By Contract	

NOTE: Any cargo loaded in vehicles/trailers are subject to separate wharfage charges and must be listed separately with separate weights, on manifests or cargo reports.

RULE 710: DELIVERY OF BUNKERS/PETROLEUM PRODUCTS BY BARGE/TRUCK

Vessel bunkers arriving by barge or truck and delivering bunkers to vessels moored to any CPA wharf or bulkhead will be charged the bunkers wharfage as specified in [Rule 705](#). Failure to report delivery of bunkers/petroleum products will result in the following charges: Wharfage cost owed plus 20% inclusive of administrative fees and investigation costs.

RULE 715: PASSENGER WHARFAGE

Passenger wharfage charges are provided in the table below. The minimum passenger wharfage charge for multiday cruise vessels is ~~\$5,500.00~~ \$6,000.00.

For ships engaged in multiday cruises:	
Passengers embarking from shore to ship (including security charge), per person	\$13.33 <u>13.73</u>
Passengers disembarking from ship to shore (including security charge), per person	\$13.33 <u>13.73</u>

For visiting cruise ships, not homeported at Port Canaveral:	
Passengers in transit (including security charge), per person	\$13.33 <u>13.73</u>

NOTE: Steamship Company officials riding on their own vessels shall be exempt from passenger wharfage charges.

RULE 720: MINIMUM WHARFAGE EXCEPT CRUISE VESSELS

Except as provided in [Rule 715](#), unless otherwise specified in individual items, the minimum for any one shipment will be as follows:

Wharfage	\$72.98 <u>75.17</u>
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RULE 725: SHIP'S STORES

No charge for wharfage will be made on ship's stores.

SECTION 800 STORAGE: RULES AND RATES

RULE 800: OVERFLOW PROPERTY RENTAL

Upon written approval by CPA, permitted stevedores, steamship agents and existing tenants may use overflow property for the purpose of marshaling and processing containers, break-bulk and other types of cargoes in

connection with the loading and/or unloading of vessels. Overflow property may be used for a minimum period of fifteen (15) days to a maximum period of ninety (90) days. Minimum overflow property size is ½ acre. Such use shall be at the rates provided below and is subject to availability of space and approval of cargo types and volumes. Applications must be made at least two (2) business days in advance of the requested time period. Applications, protocols, and a listing of available locations are available from Business Development.

Property Type	Per 30-Day Period, Per Acre
Unimproved Property	\$1,700.00 <u>1,750.00</u>
Semi-improved Property (Gravel)	\$2,150.00 <u>2,200.00</u>
Improved (Paved)	\$2,900.00 <u>2,985.00</u>

NOTE: Property Rental is subject to applicable taxes.

Use of overflow property may be immediately terminated if the Port Director determines, in his/her sole discretion, that the occupancy or use is in violation of any provision of this Tariff. Users will be responsible for paying double the listed rates for failure to timely vacate the property in accordance with a termination notice issued under this Rule or upon expiration of the approved use period.

RULE 820: NON-SHIPMENT BY WATER

Cargo delivered on the Port and not loaded on a vessel berthed at Port Canaveral and subsequently moved inland from the Port is subject to wharfage ([Section 700](#)). Failure to report will result in the following charges: wharfage cost owed plus an amount equal to 20% for administrative fees.

SECTION 900 CRANE RENTAL: RULES AND RATES

RULE 900: CRANE RENTALS

The CPA reserves the right to provide either directly or pre-authorized (permitted) crane(s) for stevedoring operations throughout all Port facilities. As such, and when the CPA is in the position to provide adequate crane(s) for a specific operation, the CPA reserves the right to restrict the use of privately owned and operated cranes on Port facilities, except when granted permission by the Port Director or designee. When granted permission by the Port Director, or designee, for a private crane to operate on Port facilities, reference [Rule 415](#).

RULE 901: CPA CRANE DESCRIPTIONS

Crane Description	
CPA-1	Post-Panamax STS Crane / North Cargo Berth 6
CPA-2	Post-Panamax STS Crane / North Cargo Berth 6
CPA 10	Mobile Harbor Crane / North Cargo Berths
CPA 11	Mobile Harbor Crane / North Cargo Berths

~~CPA-1 and CPA-2 are Kocks Post-Panamax container cranes with a certified operational load of 40 long tons.~~ CPA 10 and CPA 11 are Liebherr, LHM 600, Mobile Harbor Cranes with a certified max lift capacity on rope of 154 metric tons, an 18-container reach and capable of handling bulk cargoes. For additional information, contact Cargo Operations, see [Addendum C](#).

RULE 902: CPA CRANE RENTAL FEE

Monday through Friday, 0800 – 1200 and 1300 – 1700 (minimum 4 hours):

Equipment Type	Rate
Ship to Shore Gantry Crane Standby Time	\$ 420.00
Ship to Shore Gantry Crane	\$ 735.00
Mobile Harbor Crane (MHC) Standby Time	\$ 420.00
Mobile Harbor Crane (MHC)	\$ 735.00
Mobilization / Demobilization (1 hour each)	\$ 365.00

Monday through Friday, 1701 – 0759, meal hour and Saturdays, Sundays, and holidays (minimum 4 hours):

Equipment Type	Rate
Ship to Shore Gantry Crane Standby Time	\$ 470.00
Ship to Shore Gantry Crane	\$ 785.00
Mobile Harbor Crane (MHC) Standby Time	\$ 470.00
Mobile Harbor Crane (MHC)	\$ 785.00

NOTE: Above rates include CPA certified Operator and Technical Crew.

RULE 903: CPA CRANE RENTAL REQUESTS / CANCELLATIONS

REQUESTS

Request for use of CPA Crane(s) shall be made no later than 1400 hours on the business day prior to the intended use. Requests for use on weekends or Mondays must be made on the prior business day by 1400 hours. Contact Cargo Operations for all crane requests.

CANCELLATIONS

Requests to modify or cancel reservations may be made by providing a four (4) hour notice to CPA Cargo Operations. If sufficient notice is not provided, the party making the rental arrangement shall be subject to a charge of two (2) hours for standby time.

SECTION 1000 ~~ROLL ON/ROLL OFF TERMINAL: RULES AND RATES RESERVED~~

~~RULE 1000: BUSINESS HOURS AND REGULATIONS FOR OPERATIONS~~

~~The normal business hours of the RO/RO Terminal shall be from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 5:00 p.m. (ET) Monday through Friday, excluding holidays. Work performed during hours outside of normal business hours will be subject to Labor Charges in Rule 1015. Reference Rule 200 for the Port's holiday schedule. The Port Director shall have the authority to establish regulations for operations within the RO/RO Terminal.~~

~~RULE 1005: TERMINAL HANDLING CHARGES~~

RO/RO Cargo Type	Charge	Rate Type
Automobiles New or Used	\$55.00	Per unit
Automobiles New or Used, Non-Running	\$75.00	Per unit

RO/RO Cargo Type	Charge	Rate Type
Boats Cradled 20' or smaller, under 30,000 lbs.	\$75.00	Per unit
Boats Cradled over 20', under 30,000 lbs.	\$110.00	Per unit
Boats Cradled 30,000 lbs. and over	\$195.00	Per unit
Forklift Units under 20,000 lbs. on pallet	\$95.00	Per unit
Forklift Units 20,000 lbs. or over on pallet	\$110.00	Per unit
Forklift or Craned Unit 20,000 lbs. or over	\$210.00	Per unit
Mafi stuffing or un-stuffing	\$125.00	Per unit
Static Loads and Rigged Units	\$250.00	Per unit
Trucks/Buses/Rubber Tired Units under 10,000 lbs.	\$80.00	Per unit
Trucks/Buses/Rubber Tired Units 10,000 lbs. and over	\$160.00	Per unit
Track Units (Self-Propelled) under 20,000 lbs.	\$155.00	Per unit
Track Units (Self-Propelled) 20,000 lbs. and over	\$185.00	Per unit
Tow Units and Trailers under 20,000 lbs.	\$95.00	Per unit
Tow Units and Trailers 20,000 lbs. and over	\$150.00	Per unit

NOTE: If special services are required for the above, additional charges shall apply.

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~~RULE 1010: — FREE TIME AND TERMINAL STORAGE CHARGES~~

DESCRIPTION	FREE TIME	STORAGE CHARGES
IMPORT CARGO	7 CALENDAR DAYS	\$2.00 PER DAY / PER UNIT
EXPORT CARGO	30 CALENDAR DAYS	\$2.00 PER DAY / PER UNIT

~~RULE 1015: — LABOR CHARGES~~

~~THE FOLLOWING LABOR CHARGES APPLY FOR VESSEL WORKING HOURS ONLY:~~

DESCRIPTION	HOURLY RATE
MEAL HOURS / OVERTIME	\$150.00
STANDBY	\$150.00
WEEKENDS	\$200.00
HOLIDAYS	\$250.00

~~NOTE: WEEKENDS AND HOLIDAYS REQUIRE A MINIMUM OF 8 HOURS.~~

~~RULE 1020: — TERMINAL SECURITY CHARGES~~

~~THE FOLLOWING TERMINAL SECURITY CHARGES APPLY FOR VESSEL WORKING HOURS ONLY:~~

DESCRIPTION	HOURLY RATE
NORMAL BUSINESS / MEAL HOURS	\$32.00
WEEKENDS AND HOLIDAYS	\$40.00

~~NOTE: GUARD REQUIREMENTS WILL BE DEPENDENT UPON ASSIGNED BERTH.~~

~~RULE 1025: SPECIAL SERVICE CHARGES~~

Description	Charge
Battery Jump (Automobiles)	\$20.00
Battery Jump (Rubber and Tracked)	\$45.00
Battery Full Trickle Charge	\$35.00
Gate Charges for Non-exported Cargo	\$50.00

~~NOTE: If additional special services are needed (e.g., crane lifts or rigging), see [Addendum C](#) for contact information. If an outside service provider is required for starting of non-running equipment, the charge billed will be the rate of the service provider plus a 10% administrative fee.~~

SECTION 1100 MISCELLANEOUS: RULES AND RATES

RULE 1100: CARGO / MILITARY LINE HANDLING

Only CPA employees shall be permitted on all wharves, berths and piers owned by CPA for the purposes of handling lines. However, for the purpose of safety and security reasons, active-duty military personnel will be permitted to handle the lines of any U.S. Navy or U.S. Coast Guard vessel. Lloyd’s Register shall be used in determining the length overall of the vessel.

It is the responsibility of the Agent of Record to notify CPA two (2) hours prior to vessel arrival, shift, departure and/or cancellation for the purpose of line handling. In the event of a cancellation less than two (2) hours prior to departure, the Agent of Record shall be subject to a charge of one (1) hour for standby time.

When CPA is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cargo/Military Vessels docking or undocking Monday through Friday, from 0800 to 1200 and 1300 to 1700:

Over	But not More than	Charge per Movement per LOA
0	275 ft.	\$0. 7880
276	585 ft.	\$0. 9092
586 ft. & over		\$0. 9698

Cargo/Military Vessels docking or undocking Monday through Friday, 1701 to 0759, meal hour and Saturdays, Sundays, and Holidays:

Over	But not More than	Charge per Movement per LOA
0	275 ft.	\$ 1,121.15
276	585 ft.	\$ 1,151.18
586 ft. & over		\$ 1,241.27

NOTE: Vessels utilizing steel cables for mooring will be charged an additional 10% over current line handling rates.

Miscellaneous Line Handling Fees	Charge per Movement
Standby Time, regardless of time of day, per hour	\$ 277,17285.48
For use of vehicle tying up	\$ 74,3976.62

NOTE: Standby time shall be charged beginning 60 minutes after the original scheduled time for arrival, departure, or shift.

RULE 1105: CRUISE VESSEL LINE HANDLING

Only CPA employees shall be permitted on all wharves, berths and piers owned by CPA for the purposes of handling lines. Lloyd’s Register shall be used in determining the length overall of a vessel. It is the responsibility of the Agent of Record to notify the CPA two (2) hours prior to vessel arrival, shift, departure and/or cancellation for the purpose of line handling. As shown in the tables below, homeported cruise vessels will be billed at 75% of the current Tariff rates. If the vessel fails to meet the minimum definition of Rule, the full rate will be assessed retroactively.

When the Port is requested, or required to perform the service of handling lines, a charge shall be assessed as follows:

Cruise Vessel Line Handling Fees	Non-Homeport Charge per movement	Homeported Charge per movement
Vessels docking or undocking Monday through Friday, from 0800 to 1200 and 1300 to 1700	\$988.48 <u>1,018.13</u>	\$741.36 <u>763.60</u>
Vessels docking or undocking Monday through Friday, from 1701 to 0759, meal hour, Saturdays, Sundays, and Holidays	\$1,486.53 <u>1,531.13</u>	\$1,114.90 <u>1,148.36</u>

Miscellaneous Line Handling Fees	Non-Homeport Rate	Homeport Rate
Standby Time, regardless of time of day, per hour	\$293.47 <u>302.27</u>	\$220.11 <u>226.71</u>
For use of vehicle tying-up	\$78.77 <u>81.12</u>	\$59.09 <u>60.86</u>

RULE 1110: HARBORMASTER FEES

Harbormaster fees will be assessed against all commercial vessels entering the main ship channel and bound for loading, unloading, or berthing at commercial piers unless otherwise provided by lease or contract. Vessels shifting to non-adjointing berths will be charged as a new voyage and subject to additional Harbormaster fees unless at the direction of the Harbormaster.

Vessels up to 2,000 gross registered tons	\$216.00 <u>222.00</u>
Over 2000 gross registered tons	\$335.00 <u>345.00</u>
Passenger vessels making daily cruises	\$50.00 <u>52.00</u>

RULE 1115: FRESH WATER

Charges for fresh water delivered to vessels or used at piers or wharves, shall be metered over the duration of dockage and assessed as follows:

For vessels other than homeported cruise ships, per ton (240 gallons)	\$2.76 <u>2.84</u>
For homeported cruise ships, per ton (240 gallons)	\$2.29 <u>2.36</u>
The minimum invoice for freshwater charges per vessel shall be	\$33.79 <u>34.80</u>
Hookup fee	\$76.00 <u>78.00</u>
Overtime Hookup fee	\$114.00 <u>116.00</u>
Water fitting not returned, each	\$168.00 <u>173.00</u>

NOTE: Water usage will be rounded to the tens of gallons for all meters six inches and larger before conversion to tons.

RULE 1120: MEDICAL EMERGENCY VESSEL CALL

Any medical emergencies will be charged one (1) line handling fee and one (1) harbormaster fee if less than one (1) hour stay.

RULE 1125: AUTOMOBILE PARKING FEES

Port Canaveral has designated areas for parking privately-owned vehicles at cruise ship facilities with rates as follows:

Parking, per day (includes arrival and date of departure)	\$17.00
Oversize Vehicle Parking, per day (includes arrival and date of departure)	\$29.00

NOTE: Parking Fees are subject to applicable taxes.

CPA reserves the right to charge rates other than those above for premium or preferred parking, incentives, prepaid parking, crew parking or vendor parking.

RULE 1130: TERMINAL USE FEE

CPA reserves the right to assess a terminal use fee when deemed necessary. Among the determining factors when assessing this fee will be the extraordinary nature and/or value of cargo, the dimensions and/or weight of the cargo, and the measures required to ensure transit through the terminals with minimal disruption of other terminal operations. CPA will advise the affected parties of this fee prior to the cargo transiting its terminal, including an estimate of the monetary amount to be assessed. This fee will be in addition to all other charges assessed by CPA, unless CPA decides otherwise.

RULE 1135: PUBLIC HEALTH AND SAFETY FEE

A fee will be billed to offset cost of compliance with federal, state, and local public health and safety requirements and recommendations. This fee will be assessed in addition to all other fees within the Tariff.

For ships engaged in multiday cruises:	
Revenue passengers embarking from shore to ship, per person	\$1.00
Revenue passengers disembarking from ship to shore, per person	\$1.00

For visiting cruise ships, not homeported at Port Canaveral:	
Revenue passengers in transit, per person	\$1.00

SECTION 1200 FINANCE: RULES AND RATES

RULE 1200: ACCESS TO RECORDS

All vessels, their owners or agents, and all other users of the waterways and facilities shall be required to permit access to manifests of cargo, passenger, railroad documents and all other documents requested by the Port Director, for the purpose of audit for ascertaining the correctness of reports filed or for securing necessary data to permit correct estimate of charges.

RULE 1205: PAYMENT OF BILLS

All charges under this Tariff are due as they accrue and are payable upon presentation of invoices payable in U.S. funds only. The CPA reserves the right, in any event of delay or failure to pay invoices as presented, to demand payment of charges in advance before further services will be performed or facilities used or before freight, upon which charges have accrued will be delivered.

The CPA does not recognize the numerous shippers and consignees and cannot attempt to collect or assist in collecting wharfage and similar bills, which may be passed on to the shippers and consignees by the vessel, its owners, or agents, and said bills must be paid when presented regardless of when the vessel, its owners or agents are reimbursed.

The CPA reserves the right to estimate and collect all charges in advance which may accrue against a vessel, its owners, or agents, or against the cargo loaded or discharged by a vessel, or from other users of the facilities. Use of the facilities may be denied until such advance payments or deposits are made.

Steamship Agents are responsible for collection and payment of all charges to the Port Authority unless application and approval for direct billing has been authorized by the Finance Department.

All vessels landing goods on the wharves or piers, or receiving goods by pipeline, or delivering or receiving goods from vessels while said vessels are berthed at a wharf, dock, or pier on the waterways, thereby contract to pay and are responsible for the wharfage charges on such goods at the rates provided herein.

Charges for the handling of non-containerized Cargo, hire of equipment, cleaning and/or repairing of containers, provision of equipment interchange reports or any other service which is not mentioned in the Tariff shall be provided on request. The Carrier shall contact the Port Authority or applicable terminal operator directly to avail all the Marine Services.

RULE 1206 ACCEPTED METHODS OF PAYMENT; CONVENIENCE FEE

CPA accepts the following methods of payment: Check, Money Order, Cashier's Check, Electronic Funds Transfer (ACH), Bank Wire, Debit Cards, and Credit Cards (Mastercard, Visa, or American Express). Payments made with a Credit Card are subject to a 2.45% convenience fee.

RULE 1207: DIRECT BILLING

Charges under the Tariff will be billed and collected in accordance with [Rule 1205](#). CPA will consider a request from an operator or user of Port facilities that desire direct billing. The operator or user will complete a written application to the Finance Department that includes a demonstration of financial responsibility. Applicants may be required to post and maintain indemnity bonds or other acceptable financial security up to their maximum annual liability as determined by the CPA pursuant to [Rule 1300](#). The CPA reserves the right to suspend or cancel authorization for direct billing previously granted to operators or users who violate any provision of this Tariff.

RULE 1210: UNPAID CHARGES

All bills unpaid on the 30th calendar day following the day on which the invoice was issued, or the debt was due are delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

RULE 1215: VIOLATIONS AND DELINQUENT LIST

In addition to the other remedies provided by the rules and regulations of the CPA for violation of these Tariff terms and conditions, the carrier, vessel, owner, shipper, receiver, agent and/or other user who shall violate any of the terms and conditions of this Tariff or who shall fail to pay any bills hereunder when presented, shall be placed on a delinquent list. Any accounts with an outstanding balance over sixty (60) days will receive a cash basis letter and those accounts will remain on a cash basis for all future activity until their account is within sixty (60) days. If an account receives more than three (3) cash basis letters within a twelve (12) month period, it will become necessary for that account to post a bond as set forth in this Tariff and will continue to

carry a bond for twelve (12) months from the date of the third cash basis letter. If an account on cash basis fails to comply with the above, they will be denied the use of Port facilities by the CPA until such violation is corrected or until said charges due are paid, as the case may be.

Nothing herein shall act to preclude the CPA from exercising any and all of its legal remedies at any time to recover accounts or monies due.

RULE 1220: RETURNED CHECKS OR INSUFFICIENT FUNDS SERVICE CHARGE

Unless otherwise provided by law, a payment instrument (i.e., check, draft, order of payment, debit card order, or electronic funds transfer) returned or dishonored for any reason will incur a service charge of \$25 if the face value does not exceed \$50; \$30 if the face value is more than \$50 but does not exceed \$300; \$40 if the face value exceeds \$300; or five percent (5%) of the face value of the payment instrument, whichever is greater.

SECTION 1300 BUSINESS PERMITS AND INSURANCE: RULES AND RATES

RULE 1300: POSTING OF FINANCIAL SECURITY

CPA may require all Port users to post financial security while doing business in Port Canaveral. Users may be given the option of posting an indemnity bond, a cash deposit, or an irrevocable letter of credit enforceable in the United States, collectable in US Dollars, drawn on a bank that is subject to the regulatory and enforcement authority of state and/or federal regulatory authorities, and subject to review and approval by the Finance Department.

All indemnity and payment bonds or letters of credit required to be obtained pursuant to this Tariff shall protect CPA from and against all losses, costs, damages, expenses or injury incurred and sustained by CPA due to: (a) failure of the user to pay to CPA, when due, any and all Tariff or other charges that have accrued at Port Canaveral (whether relating to the furnishing of services or materials to the user, its principals, agents, servants, or employees; or, due to injury to property of Port Canaveral; or, stemming from the use of Port Canaveral and its facilities by the user, its principals, agents, servants or employees; or otherwise); or (b) non-compliance by the user, its principals, agents, servants or employees with applicable laws, ordinances, rules and regulations of the federal, state and local governmental units or agencies (including but not limited to the terms and provisions of all procedures and policies of CPA), as amended from time to time; or (c) any act, omission, negligence or misconduct of user, its principals, agents, servants or employees in Port Canaveral (whether causing injury to persons or otherwise).

In the event that CPA utilizes the security for any reason outlined herein, then user will be required to replenish the security in the same or increased amount and in a timeframe established by the Port Director.

RULE 1305: INSURANCE AND INDEMNITY REQUIREMENTS

[Addendum A](#) includes insurance requirements for users. [Addendum A](#) is incorporated herein by reference is an integral part of this Tariff. Users of CPA's facilities are responsible for having knowledge of its existence and content and are required to adhere to its provisions.

CPA, its employees, agents, and servants shall not be liable for any injury loss or damage to any person or property from any cause of whatsoever nature, unless such loss or damage is caused by the negligence of CPA. All vessels, their owners, employees, invitees, charterers, and agents, and all other users of CPA's facilities shall save and hold CPA harmless and indemnify CPA against any liability for any injury or death, to any person or persons or damage to property (including, but not limited to, expenses related to repairing or replacing CPA's facilities) arising from any acts, omission, neglect or default of vessels, their owners, employees,

invitees, charterers, and agents, and all other users of CPA's facilities. The obligation described in this paragraph shall not only cover the losses and damages assessed or incurred by CPA, but also such costs and expenses related to preparing for litigation or settling or disposing of threats of litigation, including, but not limited to, attorney's fees, appellate attorney's fees, expert witness fees, evidence retention fees, court costs, and all other such costs and expenses incurred in preparation for trial or appeal such as printing briefs and exhibits. Nothing stated within this paragraph shall be deemed to exculpate or relieve CPA from liability from the negligent acts of CPA.

RULE 1310: LIABILITY FOR LOSS OR DAMAGE

CPA shall not be responsible for personal injuries, death, loss or damage to freight or property of others occurring on its property or facilities in the absence of negligence on the part of the CPA.

The CPA does not generally provide services for handling cargo or processing cruise vessel passengers and shall not be responsible for any injury to persons arising from services provided by franchised and/or permitted entities, tenants, Port users or other contracted or independent third-party service providers at Port Canaveral except in instances where injury results from negligence of the CPA.

RULE 1315: PERMITS TO OPERATE

No person, company, corporation, or other business entity as described in the designated categories as set forth in this Rule may operate at Port Canaveral without first obtaining from the CPA a permit authorizing such activity. Exempt from permit requirements are 1) those entities whose sole function on the Port is to fulfill the requirements of U.S. government regulatory agencies; 2) CPA approved and retained vendors, their subcontractors, and suppliers, while performing tasks called for while under their contract with the CPA; and 3) governmental entities. The following rules and regulations governing licensing are issued pursuant to Article IV of the Charter for the Canaveral Port District. These rules and regulations are promulgated to establish a standard licensing procedure by which the CPA can exercise its lawful control of the orderly development of port operations. Obtaining a Permit to Operate to do business at Port Canaveral does not entitle the holder of the permit to access restricted areas, land, offices, other Port facilities or guaranteed business opportunities, etc. The permit only allows the holder to conduct business at Port Canaveral subject to the rules, conditions, limitations, and requirements of this Tariff. See [Addendum C](#) for contact information.

A. PERMITTING PROCEDURE

Applications for Permits to Operate shall be submitted to the CPA using the form prescribed by CPA. Applications shall be accompanied by the fee specified below, a Certificate of Insurance that includes the applicable insurance specified in [Addendum A](#), and documentary evidence in support of applicant's eligibility. The failure to fully and accurately complete the application will result in rejection of the application. The CPA shall review the scope of operations of an applicant as they relate to Port Canaveral activities up to and including the applicant's organizational and operational structure and those of any other entities performing operations with or on behalf of the applicant. CPA may require a Permit to Operate for such other entity (ies) based on the activity being performed on Port property. No Permit to Operate may be interpreted as an exclusive right to operate at Port Canaveral.

Permits are issued annually commencing January 1 of each year. The permit fee will be applied on a calendar year basis. New applications must include payment for the nonrefundable application fee plus the applicable initial fee. Renewal applications must include payment for the annual renewal fee. For businesses engaged in multiple categories, separate applications and Permit fees are required for each Permit to Operate. **Applicants with accounts in arrears will not be allowed to renew and may face reinstatement procedures.** Permits will be considered lapsed if not renewed by January 15 and subject to reinstatement. Accounts subject to reinstatement must pay the initial application in addition to the annual fee prior to being reinstated.

The acceptance of a Permit to Operate shall signify agreement of the permittee to be governed by tariffs, policies, rules, and regulations of the CPA. No Permit to Operate shall be transferred or assigned to or otherwise used by any person other than the named Permittee. Any person, company, corporation, or other business entity properly acquiring a business from a Permittee hereunder may qualify for a license, depending upon the financial strength, background, and experience of the successor entity, by conforming to the application procedures of this Rule. The requirement to apply for a new license may be waived at the discretion of the CPA if the CPA determines the new entity is competent, financially sound, and capable to perform the duties of Permittee.

Companies engaging in business and/or providing services without a valid Permit to Operate as required herein shall be subject to the following penalties:

- First Violation: Written Warning
- Second Violation: \$1,000 fine

Companies with three (3) or more violations may be subject to denial of a Permit for up to one (1) year from the last violation.

The CPA reserves the right to revoke or deny renewal of any Permit to Operate for violation of the provisions of this Tariff or other applicable rules or regulations (including insurance and bonding requirements), neglect of duty, and disregard for public safety or for any other act or acts detrimental to the interest of the CPA. Revoked permits may be subject to reinstatement procedures and fees.

B. PERMIT TO OPERATE CATEGORIES AND FEES:

Description	Nonrefundable Application Fee	Initial Fee	Annual Renewal Fee
Crane Services including rentals and heavy lift providers	\$350.00	\$2,060.00	\$2,060.00
Cruise Ship Embarkation and Shore Services	\$350.00	\$910.00	\$910.00
Mobile Fuel Vendor / Bunker Barge Service - LNG Products Provider	\$350.00	\$2,650.00	\$1,375.00
Mobile Fuel Vendor / Bunker Barge Service - Petroleum Products Provider	\$350.00	\$2,650.00	\$1,375.00
Mobile Fuel Vendor / Landed – LNG Products Provider	\$350.00	\$2,650.00	\$1,375.00
Mobile Fuel Vendor / Landed - Petroleum Products Provider -	\$350.00	\$2,650.00	\$1,375.00
Sanitary Waste Removal Service	\$350.00	\$2,650.00	\$1,375.00
Stevedoring Service	\$350.00	\$2,060.00	\$2,060.00
Steamship Agency	\$350.00	\$910.00	\$910.00
Franchise Steamship Agency – providing services for cruise vessels exceeding 20,000 GRT	\$350.00	\$2,650.00	\$2,060.00
Security Services, including Class D, Class G and K-9 Handlers	\$350.00	\$910.00	\$910.00
Tug Services	\$350.00	\$2,430.00	\$2,430.00
Waste Oil Disposal Service	\$350.00	\$2,650.00	\$1,375.00

SECTION 1400 DEFINITIONS

1400.1 AGENT

The vessel representative responsible for filing a Vessel Berthing Request, providing accurate manifest documentation and payment for all charges assessed on a vessel.

1400.2 BERTH DAY

Each 24-hour period or fraction thereof during which a vessel occupies an assigned berth.

1400.3 BUNKERING

The process by which a ship takes on fuel from either a pipeline, barge, or truck.

1400.4 CARGO

All types of bulk, break bulk, dry bulk, or any other forms of cargo whatsoever, including but not limited to any solid, liquid, live animals, vehicles, loose cargo, an empty or full container and whatever is conveyed or to be conveyed to or from a vessel.

1400.5 CARRIER

Any party or parties owning, nominating, or contracting with the vessel including, but not limited to, its agent(s), owner(s), operator(s) and or charterer(s).

1400.6 CONSIGNEE

One to whom cargo is sent as stated on the bill of lading.

1400.7 CONTAINER

A demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, boxes, or pallet.

1400.8 DEFINITION OF VALID CODES

See [Addendum B](#).

1400.9 DOCKAGE

The charge assessed when a vessel is secured to a wharf, pier, bulkhead structure or alongside another vessel so berthed.

1400.10 DRAY

Movement between locations inside the terminal.

1400.11 FACILITY SECURITY PLAN

A plan developed to ensure the application of security measures designed to protect the facility and its servicing vessels or those vessels interfacing with the facility, their cargoes, and persons on board at the respective MARSEC Levels pursuant to all applicable laws including but not limited to 33 Code of Federal Regulation 101.105, et seq.

~~**1400.12 FREE TIME**~~

~~The specified period during which RO/RO cargo may occupy space on terminal property free of terminal storage charges.~~

~~**1400.13**~~ **1400.12 HARBORMASTER**

The individual designated by the Port Director to ensure execution and compliance with this Tariff and the operational rules and regulations for Port Canaveral and whose duties include those specified in [Rule 300](#) of this Tariff. The term as used herein shall mean and refer to the Harbormaster or designee.

~~**1400.14**~~ **1400.13 HOMEPORTED CRUISE VESSEL**

A cruise vessel operating from a cruise terminal in Port Canaveral is considered a Homeported Cruise Vessel if it offers a voyage that originates from and ends at Port Canaveral.

~~**1400.15**~~ **1400.14 LAYBERTH**

When a vessel is secured to a wharf, pier, or bulkhead structure for purposes other than loading or discharging cargo, passengers, ship stores, or fuel.

~~1400.16~~1400.15 LINER SERVICE

Vessels making regularly scheduled calls for the receipt and delivery of cargo or passengers.

~~1400.17~~1400.16 POINT OF REST

The area on the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee. It is also the area which is assigned for the receipt of outbound cargo from shippers for vessel loading.

~~1400.18~~1400.17 PORT DIRECTOR

The individual appointed by the duly elected CPA Board of Commissioners to directly oversee and supervise the administration, operation, and maintenance of Port Canaveral. The term used herein shall mean and refer to the Port Director or designee.

~~1400.19~~1400.18 PORT TERMINAL FACILITIES

One or more structures comprising a terminal unit, and including but not limited to warehouses, covered and/or open storage space, cold storage plants, grain elevators and/or bulk cargo loading and/or unloading structures, landings and receiving stations used for the transmission, care, and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two (2) water carriers with access to wharves.

~~1400.20~~1400.19 STEVEDORING

Stevedoring is the physical handling of cargo between the vessel and the Port Terminal Facilities.

~~1400.21~~1400.20 TARIFF

A publication including all revisions, amendments and schedules containing the rates, charges, rules, regulations, and practices of any person carrying on the business of furnishing wharfage, dock, warehouse, or other marine terminal services or facilities in connection with a common carrier by water in the United States or its possessions.

~~1400.22~~ TERMINAL HANDLING

~~The service of physically moving RO/RO cargo between point of rest and any place on the terminal.~~

~~1400.23~~ TERMINAL STORAGE

~~The service of providing terminal facilities for the storing of inbound or outbound RO/RO cargo after the expiration of free time.~~

~~1400.24~~1400.21 TON

A unit of weight of 2,000 pounds.

~~1400.25~~1400.22 VESSEL

Except as otherwise provided in individual items, the term "vessel" means floating craft of every description and shall include in its meanings the "owners and agents" thereof, and those utilizing the services and facilities of the Port for loading, discharging, storage, handling, or transfer of cargo.

~~1400.26~~1400.23 VESSEL BERTHING REQUEST

The process of requesting permission for a vessel to use a specified berth during a specific timeframe.

~~1400.27~~1400.24 VESSEL ETA AND ETD

The terms ETA and ETD when used to berth vessels at Port Canaveral shall be defined as follows:

ETA – Estimated Time of Arrival:

This is the estimated time the first line from the ship is secured to the dock.

ETD – Estimated Time of Departure:

This is the estimated time the first line from the ship is released from the dock.

~~1400.28~~**1400.25** **WEIGHT OR MEASURE**

Where wharfage is denoted as weight or measurement (W/M), rates shall be charged based on weight (per ton) or measurement (per 40 cubic feet), whichever produces the greater revenue.

~~1400.29~~**1400.26** **WHARF**

A structure built on the shore extending into deep water, so that vessels may be moored alongside to load or unload cargo or passengers.

~~1400.30~~**1400.27** **WHARFAGE, CARGO**

A charge assessed for the use of CPA wharves in the receiving and delivering of cargo to ships, barges, or other watercraft, including cargo received or delivered to barges, lighters, or other watercraft lying alongside such vessels, or taken from or delivered to the water. Wharfage charges are assessed against the vessel for each movement of the cargo over the wharf. All cargo received on or off the wharf is due wharfage. Wharfage will be collected on the cargo whether or not it is loaded aboard a vessel. CPA reserves the right to determine billing classification of all cargo. Wharfage charges are solely the charge for using the wharf and do not include charges for any other service. Refer to Wharfage – Rules and Rates in [Section 700](#) of this Tariff.

~~1400.31~~**1400.28** **WHARFAGE, PASSENGER**

A charge assessed for all manifested cruise passengers on a vessel, other than a crewmember, embarking to, disembarking from, or in-transit on a cruise ship. Passengers on back-to-back cruises shall be counted as a separate embarkation and disembarkation for each time the homeported cruise vessel calls Port Canaveral. Passenger wharfage is solely the charge for use of a wharf and does not include charges for any other service.

* * * * *

ADDENDUM A: INSURANCE SUPPLEMENT

The rates and charges published in this Tariff do not include any amounts for insurance coverage. Insurance required by the owner and/or consignee of cargo to protect their respective interests shall be carried by the owner and/or consignee.

The phrase “Required Policy” means each policy of insurance required to be maintained by user under the terms of this Tariff. Each Required Policy must be placed in writing by a company or companies satisfactory to CPA but in all events by a company or companies having a current A.M. Best Company General Policyholders Rating of A+ or A and with an A.M. Best Company Financial Rating of not less than VI (or similar rating by a comparable service selected by CPA should A.M. Best Company cease providing such ratings) and be licensed to do business in Florida or, if the aforesaid is not available, by a company qualified to do business as a non-admitted insurer in Florida under current Florida surplus lines requirements.

All persons or companies leasing CPA property and/or conducting business operations on CPA owned land, in accordance with a Permit to Operate granted by CPA, shall be required to provide evidence of insurance coverage. Such insurance must name Canaveral Port Authority as an additional insured and provide waiver of subrogation in favor of CPA on commercial general liability and any excess policies (at no expense to CPA) but in no event shall the insurance provide coverage to CPA for cargo loss or damage as described within 46 C.F.R. § 525.2(a)(1) that is caused by CPA’s negligence. A certificate of such insurance or certified copy of the insurance policy must be provided to the Finance and Risk Management Department and kept up to date in full force and continuous effect throughout the lease, permit or franchise period. The acceptance and/or approval of the company’s insurance shall not be construed as relieving the company from any liability or obligation arising out of the work performed by said company.

Insurance requirements and exceptions are authorized by CPA Policy POL-2016-001-RSK-3 – Insurance Requirements.

MINIMUM INSURANCE REQUIREMENTS FOR ALL USERS

Except as otherwise provided in any written agreement between the user and the CPA, every user of CPA property must comply with the following insurance requirements:

(a) **Commercial General Liability Insurance:**

Coverage shall include, as a minimum: Premises Operations, Products and Completed Operations, Contractual Liability, Personal Injury Liability, Broad Form Property Damage. The Canaveral Port Authority as an additional insured and contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees. The minimum limits acceptable shall be listed in the below chart.

(b) **Worker’s Compensation and Employer’s Liability:** User must maintain Worker’s Compensation Insurance to protect against claims under Florida Worker’s Compensation laws, as well as, all Federal Acts applicable to user’s operations on CPA property, including but not limited to U.S. Longshoremen and Harborworkers Act, Jones Act and Federal Employers’ Liability Act (F.E.L.A.). The limit of liability for such coverage must at least meet applicable statutory requirements and Alternate Employer endorsement for the CPA must be included in each policy. Additionally, each policy must contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

User must maintain Employers’ Liability (EL) Insurance for personal injury, bodily injury, or death to any employee of user who may bring a claim outside the scope of Florida Worker’s Compensation laws or Federal Acts applicable to user’s operations on Port Canaveral property. This insurance must

ADDENDUM A: Insurance Supplement (cont'd)

contain all endorsements necessary to cover maritime operation and, where applicable, stevedore and longshore operations, including original admiralty benefits and damages under the Jones Act and benefits and damages under the U.S. Longshoremen and Harborworkers Act. Additionally, each policy must contain Alternate Employer endorsement for the CPA and an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.

- (c) **Automobile Insurance:** User must maintain Automobile Liability Insurance coverage on all its owned, non-owned, rented or hired vehicles used for commercial purposes that enter Port Canaveral. Each policy with respect to commercial vehicles must contain an endorsement waiving all rights of subrogation against CPA and their respective agents and employees.
- (d) **Umbrella/Excess Liability Insurance:** User may carry Umbrella/Excess Liability Insurance that contains a follow form provision to meet coverage requirements. The Canaveral Port Authority (CPA) reserves the right to request Umbrella/Excess Liability Insurance based on the scope and complexity of a user's operation. Such policy must name the Canaveral Port Authority as an additional insured and contain an endorsement waiving all rights of subrogation against the CPA and their respective agents and employees.
- (e) **Waiver of Subrogation:** The user agrees to waive any and all rights of recovery, claims, actions or causes of action against the other, its agents, officers and employees for any injury, death, loss or damage that may occur to any Person or CPA property, or any personal property of such party on CPA, by reason of fire, windstorm, earthquake, flood or any other risks, or any other cause which is insured under the insurance policy or policies that either party is required to provide or maintain under this Tariff, to the extent and only to the extent of any proceeds actually received by CPA or user, respectively, with respect thereto, regardless of cause or origin, including negligence of either party hereto, its agents, officers or employees, and each party covenants that no insurer will hold any right of subrogation against the other. If such waiver is not obtained, the party failing to do so indemnifies the other party for any claim by an insurance carrier arising out of subrogation.

ADDITIONAL INSURANCE REQUIREMENTS

Except as otherwise provided in any written agreement, the CPA reserves the right to request additional insurance coverage based on the nature, scope, and complexity of the user's operations. This may include but is not limited to:

- (a) **Liquor Liability Insurance:** If user is engaged in any way in the sale of alcoholic beverages, either for consumption or sale of alcoholic beverages on CPA property.
- (b) **Garage Keeper's Liability Insurance:** If user is engaged in any way in the performance of automobile valet services.
- (c) **Protection & Indemnity Insurance:** If user operates a vessel calling at Port Canaveral, user must maintain Protection and Indemnity (P&I) Insurance Coverage in form and substance acceptable to CPA.
- (d) **Stevedore's Legal Liability Insurance:** If user is engaged in any way in the performance of stevedore services and/or operations on or in connection with CPA's facilities.
- (e) **Longshore and Harborworkers Insurance:** If user is engaged in any way in the performance of stevedore services and/or operations on or in connection with CPA's facilities.
- (f) **Terminal Operators Liability Insurance:** If user is engaged in any way as an operator of Terminal Facilities on or in connection with CPA's facilities.

ADDENDUM A: Insurance Supplement (cont'd)

- (g) **Pollution Liability Insurance:** If the user is engaged in any way in handling or transporting hazardous materials, abatement, or clean-up of waste materials, or in other industrial activities as designated by the CPA.
- (h) **Cyber Liability, or Technology Errors and Omissions Insurance:** If user installs or utilizes any IoT Devices, computer/network-controlled devices, software, or SaaS or offers any services or hardware that can communicate with other CPA hardware, software, or services. The need for coverage will be determined based on evaluation of user's scope of work by the Information Technology Department.

CATEGORY OF PORT BUSINESS AND REQUIRED INSURANCE (Tables to Follow)

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ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
<p>CRANE SERVICES</p>	<p>\$1,000,000 per occurrence \$2,000,000 General Aggregate to include property damage, personal injury, bodily injury or death and Riggers Liability endorsement.</p>	<p>WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.</p>	<p>\$1,000,000 Combined Single Limit</p>	<p>Umbrella/Excess Liability \$2,000,000 per occurrence Protection and Indemnity Insurance and/or Hull Coverage (for Floating Crane operations) \$1,000,000 per occurrence Pollution Liability \$5,000,000 per occurrence</p>
<p>CRUISE SHIP EMBARKATION AND SHORE SERVICES</p>	<p>\$1,000,000 per occurrence \$2,000,000 General Aggregate</p>	<p>WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements</p>	<p>\$300,000 Combined Single Limit</p>	<p>Umbrella / Excess Liability \$2,000,000 per occurrence Cyber Liability, or Technology Errors and Omissions Insurance, if required, \$2,000,000 per occurrence</p>
<p>MOBILE FUEL VENDOR / BUNKER BARGE SERVICE - LNG PRODUCTS PROVIDER</p>	<p>\$1,000,000 per occurrence \$2,000,000 General Aggregate (as applicable)</p>	<p>WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.</p>	<p>\$1,000,000 Combined Single Limit</p>	<p>Protection and Indemnity Insurance and/or Hull Coverage (for barge operations) \$5,000,000 per occurrence Pollution Liability \$5,000,000 per occurrence</p>

ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
MOBILE FUEL VENDOR / BUNKER BARGE SERVICE - PETROLEUM PRODUCTS PROVIDER	\$1,000,000 per occurrence \$2,000,000 General Aggregate (as applicable)	WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	\$1,000,000 Combined Single Limit	Protection and Indemnity Insurance and/or Hull Coverage (for barge operations) \$5,000,000 per occurrence Pollution Liability \$5,000,000 per occurrence
MOBILE FUEL VENDOR / LANDSIDE – LNG PRODUCTS PROVIDER	\$1,000,000 per occurrence \$2,000,000 General Aggregate	WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	\$1,000,000 Combined Single Limit	Umbrella / Excess Liability \$5,000,000 per occurrence Pollution Liability \$5,000,000 per occurrence
MOBILE FUEL VENDOR / LANDSIDE - PETROLEUM PRODUCTS PROVIDER	\$1,000,000 per occurrence \$2,000,000 General Aggregate	WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	\$1,000,000 Combined Single Limit	Pollution Liability \$5,000,000 per occurrence
SANITARY WASTE REMOVAL SERVICE	General Liability \$1,000,000 per occurrence \$2,000,000 General Aggregate	WC: Per State of Florida Statutory Limits. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements	\$1,000,000 Combined Single Limit	Pollution Liability \$1,000,000 per occurrence

ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
<p>STEVEDORING SERVICE</p>	<p>General Liability \$1,000,000 per occurrence \$2,000,000 General Aggregate to include property damage, personal injury, bodily injury or death.</p>	<p>WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.</p>	<p>\$1,000,000 Combined Single Limit</p>	<p>Umbrella/Excess Liability \$5,000,000 per occurrence Stevedores Legal Liability \$1,000,000 per occurrence Pollution Liability \$1,000,000 per occurrence Cyber Liability, or Technology Errors and Omissions Insurance, if required, \$2,000,000 per occurrence</p>
<p>STEAMSHIP AGENCY</p>	<p>General Liability \$1,000,000 per occurrence \$2,000,000 General Aggregate</p>	<p>WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.</p>	<p>\$300,000 Combined Single Limit</p>	<p>Cyber Liability, or Technology Errors and Omissions Insurance, if required, \$2,000,000 per occurrence</p>
<p>FRANCHISE STEAMSHIP AGENCY</p>	<p>\$1,000,000 per occurrence \$2,000,000 General Aggregate</p>	<p>WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.</p>	<p>\$300,000 Combined Single Limit</p>	<p>Cyber Liability, or Technology Errors and Omissions Insurance, if required, \$2,000,000 per occurrence</p>

ADDENDUM A: Insurance Supplement (cont'd)

CATEGORY	GENERAL LIABILITY	WORKER'S COMPENSATION (WC) / EMPLOYER'S LIABILITY (EL)	COMMERCIAL AUTOMOBILE LIABILITY	OTHER
SECURITY SERVICES	\$1,000,000 per occurrence \$2,000,000 General Aggregate	WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	\$300,000 Combined Single Limit	Law Enforcement Legal/Security Guard Professional Liability \$1,000,000 per occurrence Cyber Liability, or Technology Errors and Omissions Insurance , if required, \$2,000,000 per occurrence
TUG SERVICES	\$1,000,000 per occurrence \$2,000,000 General Aggregate	WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime, stevedore and longshore operations endorsements.	\$300,000 Combined Single Limit	Umbrella/Excess Liability \$2,000,000 per occurrence Protection and Indemnity Insurance, Hull Coverage and Tower's Liability \$1,000,000 per occurrence Pollution Liability \$5,000,000 per occurrence
WASTE OIL DISPOSAL SERVICE	\$1,000,000 per occurrence \$2,000,000 General Aggregate	WC: Per State of Florida Statutory Limits. USL&H & Jones Act as required. EL: \$1,000,000 per occurrence for personal injury, bodily injury, or death to any employee and applicable maritime operation endorsements.	\$1,000,000 Combined Single Limit	Pollution Liability \$1,000,000 per occurrence

NOTE: CPA reserves the right to request additional coverage in form and substance acceptable to CPA.

ADDENDUM B: DEFINITION OF VALID CODES

ABBREVIATION	DEFINITION
BBL	Barrel (42 gallons)
CBM	Cubic Meter
FSP	Facility Security Plan
GRT	Gross Registered Tonnage
LBS	Pounds
LNG	Liquefied Natural Gas
LOA	Length Overall in Feet
MBF	Thousand Board Feet
MHC	Mobile Harbor Crane
NOS	Not Otherwise Specified
RO/RO	Roll-On/Roll-Off
W/M	Weight/Measure
CURRENCY:	
%	Percent
\$	All amounts in U.S. Dollars (USD)

ADDENDUM C: CONTACT LIST

DEPARTMENT	PHONE NUMBER
Brevard Sheriff's Office - Port Canaveral	321-868-1113
Business Development	321-394-3211
Canaveral Fire Rescue	321-783-4424
Canaveral Pilots Association	321-783-4645
Canaveral Port Authority – Main Office	321-783-7831
Cargo Operations	321-394-3442
Communications Department	321-394-3244
E.N. Bisso & Son, Inc. (Tug Services)	321-783-7147
Emergency	911
<u>Engineering Department</u>	<u>321-394-3208</u>
Environmental Department	321-394-3256
Exploration Tower	321-394-3408
<u>Finance Department</u>	<u>321-394-3234</u>
Harbormaster/ Duty Harbormaster	321-302-2756
Jetty Park	321-783-7111
<u>Marine Towing of Port Canaveral, LLC (Tug Services)</u>	<u>813-242-6500</u>
Permits to Operate	321-394-3224
Port Control Center (24 hours)	321-394-3281
Public Safety and Security	321-394-3269
Real Estate Department	321-394-3414
<u>Seabulk Towing, Inc. (Tug Services)</u>	<u>954-627-5314</u>
U.S. Coast Guard (<i>Officer of the Day</i>)	321-868-4200
U.S. Customs Port Canaveral	321-783-2066
U.S. Dept. of Agriculture	321-783-3766
U.S. Immigration & Naturalization Service	1-800-375-5283

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CANAVERAL PORT AUTHORITY
AND
THE NAVAL ORDNANCE TEST UNIT
CONCERNING

SHIP MOVEMENT PRIORITY IN PORT CANAVERAL

I. INTRODUCTION

The commercial shipping interests of Port Canaveral and the operational mission of Naval Ordnance Test Unit (NOTU) are vitally important to both organizations. Because of this fact it is important that a system of ship movement priorities be maintained.

II. PURPOSE

The system of ship movement priorities will facilitate vessel scheduling in and out of Port Canaveral with consideration given to the requirements of each vessel for adherence to an established sailing schedule, pilot or equipment requirements, and/or navigational requirements such as tide restrictions, channel clearance restrictions, or visibility restrictions.

In creating the system of ship movement priorities, both organizations acknowledge and accept the others' reasons for their respective required vessel movement priorities, and that equitable access to Port Canaveral is assured under this system.

III. MAJOR CONSIDERATIONS

In establishing the system of ship movement priorities, these major considerations are recognized by both parties:

1. Emergency ship movements, either military or civilian, require top priority.
2. Because of the requirement of passengers to meet pre-arranged schedules for onward transportation, foreign port berth commitments, and Customs and Immigration clearance, cruise liner schedules are time critical in order to be competitive. This industry is of utmost economic importance to the Canaveral Port Authority and the Central Florida tourism industry.
3. Scheduling of Navy test ships sponsored by NOTU and supported by 45th Space Wing involves precise coordination of the services of many people in many diverse geographical locations. Navy test ships include submarines conducting Demonstration and Shakedown Operations (DASO) with attendant support ships and Navy sponsored ships (surface ships and submarines) conducting special tests critical to the national defense interest. Movement of these naval units in adherence to a scheduled test is mission critical.

ADDENDUM D: MEMORANDUM OF UNDERSTANDING: The Naval Ordnance Test Unit (cont'd)

Memorandum of Understanding
 Canaveral Port Authority and Naval Ordnance Test Unit
 Page 2

4. Military or civilian cargo vessels may require their movement to be scheduled because of tidal considerations or special labor requirements.

IV. SHIP MOVEMENT PRIORITY

Priority	Description
1	Emergency ship movements necessary to prevent loss of life or limit serious loss of property or to meet other military or civil emergencies.
2	Scheduled navy test ships (DASO submarines with support ships and naval units conducting special tests) and scheduled cruise liners.
3	Navy test ships which are off schedule and regular scheduled military ships.
4	Cruise Liners which are off schedule and regular scheduled civilian ships.
5	Other military or civilian ships which have time sensitive cargo or operations or have tide restricted movements.
6	All other vessels on a first come first served basis.

With respect to implementing the ship movement priority system, the following guidelines are established for both parties:

1. The Canaveral Port Authority Operations will keep NOTU Port Operations up-to-date regarding existing cruise line schedules.

2. For the purpose of ship movement priority, schedules of Navy test ships are considered firm once the unit arrives in Port Canaveral to begin operations. Navy test ships departure times for scheduled underway operations are normally between the hours of 0630 and 0730 with the exception of departure for the launch phase of a scheduled DASO. The departure times for the DASO submarine and launch area support ship are governed by range operational constraints and, therefore, vary with each operation. Canaveral Port Authority Operations will normally attempt to avoid scheduling cruise liners to enter or leave port from 0630 to 0730 when a designated Navy test ship is operating out of Port Canaveral. During the time a scheduled Naval unit is undergoing or supporting Navy tests, it will be assigned a priority 2 status. Should emergent circumstances dictate that a cruise liner or Navy test ship must enter or leave port during the same period, the conflict shall be resolved through liaison between NOTU Port Operations and Canaveral Port Authority Operations to achieve a mutually acceptable arrangement.

ADDENDUM D: MEMORANDUM OF UNDERSTANDING: The Naval Ordnance Test Unit (cont'd)

Memorandum of Understanding
 Canaveral Port Authority and Naval Ordnance Test Unit
 Page 3

3. Whenever a scheduled cruise liner or Navy test ship gets off schedule by more than thirty (30) minutes, it will lose its priority 2 status and become a priority 3 or 4 as appropriate. Should a conflict arise between movements of a cruise liner and a navy test ship movement priority will be determined by mutual agreement between NOTU Port Operations and Canaveral Port Authority Operations. Normally a higher priority consideration shall be given to the vessel whose estimated time of arrival at entrance to the buoyed channel or estimated time of departure from port occurs first. Unusual situations may infrequently arise where politically important people onboard either off-schedule cruise liners or Navy test ships require immediate entry to or departure from the port. Under these circumstances, a deviation from the priority designation may be necessary. These special situations will be handled on a case-by-case basis between NOTU Port Operations and Canaveral Port Authority Operations.

4. The time separation between ships entering and/or leaving Port Canaveral should be that interval deemed necessary by the Canaveral Pilots Association for the safety of the vessels concerned. Under no circumstances will the arrivals/departures of ships be scheduled such that a meeting situation would occur inside the buoyed channel of Port Canaveral.

5. In order to meet U.S. Navy Operational requirements a Priority 1 ship movement will immediately go into effect when an emergency involving U. S. Naval Warships requiring immediate departure of a Naval vessel occur. NOTU shall arrange for immediate tug assistance. Should there be any conflict, it shall be resolved through liaison between both parties to achieve a mutual acceptable arrangement.

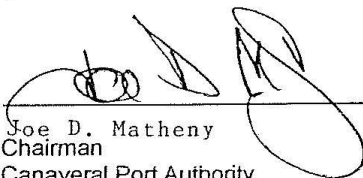
V. CANCELLATION

This Memorandum of Understanding may be cancelled by either party, for any reason, with 60 days written notice to the other party.



 H. L. Sheffield
 Commanding Officer
 Naval Ordnance Test Unit

Date: 26 JAN 00



 Joe D. Matheny
 Chairman
 Canaveral Port Authority

Date: 1/19/00

ADDENDUM E: EMERGENCY SHIP MOVEMENT POLICY

TO: Masters, Pilots, Towboat Companies, Steamship Agents and All Others Concerned:

1. All vessels, unless prevented by conditions or special requirements of the vessel, will be turned around upon entering the turning basin and will be berthed headed seaward.
2. All vessels, civilian and military, will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving vessel.
3. The ship or ship's agent will immediately report any spillage of oil on the wharf or on the water and the extent of the spill to the Port Operations Manager and Port Control at (321) 394-3281. If spillage is considerable, all cargo operations must stop, and vessel prepared to undock.
4. All vessels will undock and proceed to outer anchorage when so ordered by the CEO or designee in the event of:
 - a) A severe oil spillage;
 - b) Fire is discovered on board a vessel laden with petroleum, explosives, or a quantity of dangerous cargo;
 - c) Vessel is in jeopardy due to conditions on shore; or
 - d) Extreme weather conditions.
5. Tugboats proceeding to a vessel with petroleum or explosives and through oil will stop smoking on board and put out cooking fires, burners and pilot lights.
6. Ships discovering fire on board or close by on shore will sound repeated long whistle blast signals and use every other available means to report the fire.
7. Emergency movement of ships will be made with an able sea watch without waiting for return of other ship's personnel.

CANAVERAL HARBOR SAFETY REGULATIONS

All ships discharging petroleum products in Port Canaveral will observe all requirements relating to petroleum discharge as set forth in [33 C.F.R. § 156](#), "Navigation and Navigable Waters: Oil and Hazardous Material Transfer Operations".

Revision History

DATE	VERSION	STATUS	COMMENT	UPDATED BY
2018.10.01	001	Submitted 8/29/2018 to Board of Commissioners for approval.	Language additions/deletions to Rules 115, 200, 215, 315, 415, 545, 560, 572, 620-630, 655, 705-720, 800-825, 930, 1000, 1101-1107, 1215 and Addendum C. 3% rate increase. Deletion/Addition of Definitions.	Cornelius, S.
2019.10.01	002	Submitted 8/28/2019 to Board of Commissioners for approval.	Language additions/deletions to Rules 115, 200, 220, 265, 315, 325, 350, 410, 415, 425, 605, 620, 645, 655, 700-720, 900-935, 1000, 1005, 1205, 1215 and Addendums A, B, & C. Annual rate increase. Deletion/Addition of Definitions.	Cornelius, S.
2020.03.01	003	Submitted 2/26/2020 to Board of Commissioners for approval.	Language additions/deletions to Rules 200, 415, 570, 1207 and Addendums A, B, & C. Addition of new Section 1000 and Rules. New Definitions 1400.12, 1400.21, 1400.22.	Cornelius, S.
2020.10.01	004	Submitted 8/26/2020 to Board of Commissioners for approval.	Language additions/deletions to Rules 200, 220, 225, 235, 265, 500, 540, 545, 560, 820, 1100, 1105, 1305, 1315, and Addendums A and C. Rate changes to Rules 572, 620, 620.1, 645, 705, 715, 720, 1100, 1105, 1110 and 1115. Addition of Rules 130, 547 and 1135. Deletion of Rule 1316.	Cornelius, S.
2021.10.01	005	Submitted 8/18/2021 to Board of Commissioners for approval.	Language additions/deletions to Rules 115, 220, 230, 245, 255, 260, 265, 300, 325, 355, 385, 405, 510, 520, 535, 540, 570, 705, 710, 820, 1220, 1315 and Addendums B and C. Rate changes to Rules 415, 572, 615, 620, 620.1, 645, 705, 715, 720, 800, 1100, 1105, 1110, 1115, 1315. New Rules 571, 573, 574, 577, 1206.	Cornelius, S.
2022.10.05	006	Submitted 8/17/2022 to Board of Commissioners for approval.	Language additions/deletions to Rules 200, 205, 220, 265, 300, 520, 571, 903, 1125, 1315, 1400.31 and Addendums A and C. Rate changes to Rules 415, 573, 610, 615, 620, 620.1, 645, 705, 715, 720, 800, 902, 1100, 1105, 1110 and 1115. New Definition 1400.15.	Cornelius, S.
2023.06.01	007	Submitted 5/24/2023 to Board of Commissioners for approval.	Language additions/deletions to Rules 111, 220, and 520.	Cornelius, S.
2023.10.01	008	Submitted 8/23/2023 to Board of Commissioners for approval.	Language additions/deletions to Rules 220, 255, 260, 574, 577, 900, 901, 1315, 1400.14 and Addendum A. Rate changes to Rule 415, 573, 610, 615, 620, 620.1, 645, 705, 715, 720, 800, 1020, 1100, 1105, 1110, 1115.	Cornelius, S.
2024.10.01	009	Submitted 8/21/2024 to Board of Commissioners for approval.	Language additions/deletions to Rules 105, 205, 215, 220, 235, 245, 260, 350, 505, 547, 570, 571, 901, 902, Rate changes to Rules 415, 571, 573, 610, 615, 620, 620.1, 645, 715, 720, 800, 1100, 1105, 1110, 1115, 1220, Addendum B and C. Deletion of Rules 1000, 1005, 1010, 1015, 1020, 1025, 1400.12, 1400.22, 1400.23	Cornelius, S.

Rates, Rules & Regulations

Governing

Foreign Trade Zone No. 136

ZONE SCHEDULE



Grantee Representative:
Jennifer Simmons
Manager, Cargo Business Development

Canaveral Port Authority
445 Challenger Road, Suite 301 | Cape Canaveral, FL 32920
Phone: 321-783-7831 | Fax: 321-783-4651
E-mail: cpa.ftz136@portcanaveral.com

Effective Date:
October 1, 202~~4~~³

Commissioners

District 1: Jerry W. Allender

District 2: Micah Loyd

District 3: Fritz VanVolkenburgh

District 4: Kevin Markey

District 5: Wayne E. Justice

Administration

Captain John W. Murray | Chief Executive Officer

Craig Langley, Esq. | VP, General Counsel

~~Michael Poole~~ [Jeff Long, Ph.D. CPA](#) | Chief Financial Officer

Samantha Cornelius | VP, Cargo Business Development

DRAFT

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1 INTRODUCTION

This Zone Schedule (“Schedule”) has been adopted by the Canaveral Port Authority (“CPA”), a body politic and corporate and existing under Chapter 2014-241, Laws of Florida, as amended, acting in its capacity as the Grantee of Foreign Trade Zone No. 136 and shall govern all operations taking place within Foreign Trade Zone No. 136.

2 ZONE SCHEDULE

2.1. Schedule Content

This Schedule has been promulgated and adopted by the Grantee and contains the rules and regulations governing the use of Foreign Trade Zone No. 136 by Operators, Users, and all other persons and entities. The Schedule also includes the Rates and Charges applicable to use of the Zone. The use of a FTZ operated by Grantee constitutes the User’s (defined below) consent to the terms of this Schedule. This Schedule is intended to conform with and supplement the Foreign Trade Zones Act (“Act”) and the rules and regulations of the Foreign-Trade Zones Board (“FTZB”) and United States Customs and Border Protection (“USCBP”). The effective date of this Schedule is set forth on the cover page.

2.2. Severability

Each and every paragraph, sentence, term, and provision of this Schedule shall be considered severable and that, in the event any paragraph, sentence, term, or provision is determined to be invalid or unenforceable, the validity and enforceability, operation or effect of the remaining paragraphs, sentences, terms, or provisions shall not be affected and this Schedule shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

2.3. Amendment and Interpretation

Subject to the requirements of the Act and the FTZ regulations, this Schedule may be modified, amended or replaced by the CPA at any time, if the CPA determines it to be necessary or appropriate to do so. CPA shall, in its sole discretion, interpret the provisions of this Schedule and determine the applicability of any of its provisions. The CPA shall also have complete authority governing the imposition of Rates and Charges provided for herein.

3 DEFINITIONS

The words listed below have the following meanings when used in this Schedule:

- 3.1 **“Act”** means the Foreign Trade Zones Act of June 18, 1934 (19 USC §81a et seq.), as amended.
- 3.2 **“Activated Area”** means a Zone Site, Usage Driven Site, or any portion thereof that has been Activated pursuant to the Act.
- 3.3 **“Activated”** or **“Activation”** means the filing of an application with USCBP by the FTZ Operator, with Grantee's concurrence, which results in approval of utilization of an FTZ eligible site.
- 3.4 **“Alternative Site Framework” (ASF)** means an optional approach to designation and management of zone sites allowing greater flexibility and responsiveness to serve single-Operator/User locations.
- 3.5 **“CBPF”** means a USCBP Form as used in the Regulations, which will typically be paired with a specific number used by USCBP to identify and stipulate the use of such form.

- 3.6 **“Domestic Merchandise”** means merchandise which has been (i) produced in the United States and not exported therefrom, or (ii) previously imported into USCBP territory and properly released from USCBP custody.
- 3.7 **“Foreign-Trade Zones Board” (FTZB)** means the U.S. Foreign-Trade Zones Board of the U.S. Department of Commerce, as established by the Act. The FTZB is authorized, subject to the conditions and restrictions of the Act and of the rules and regulations made thereunder, to grant to appropriate applicants the privilege of establishing, operating, and maintaining foreign trade zones.
- 3.8 **“FTZ”** means Foreign-Trade Zone, as defined by the Act.
- 3.9 **“FTZ Eligibility”** means the issuance of a grant by the FTZB resulting in a designated area obtaining FTZ eligibility.
- 3.10 **“FTZ Operator”** means a corporation, partnership, or person that operates a Zone or Usage Driven Site under the terms of an Operating Agreement with the Grantee.
- 3.11 **“FTZ Regulations”** means Title 15, Code of Federal Regulations (CFR), Part 400, as amended, which governs the grant of authority, the establishment and maintenance of FTZ’s by Grantees.
- 3.12 **“Grantee”** means a corporation to which the privilege of establishing, operating, and maintaining a foreign trade zone has been granted. The Grantee of FTZ No. 136 is the CPA. As used in this definition, “corporation” means a public corporation or a private corporation, as defined in the Act.
- 3.13 **“Magnet Site”** means a site intended to serve or attract multiple operators or users under the ASF.
- 3.14 **“Non-Privileged Foreign Status Merchandise”** means imported merchandise that has not cleared USCBP and for which the User does not wish said merchandise to retain its identity, from a USCBP classification standpoint, so that if altered, it will become classifiable in its condition when it enters the customs territory of the United States. All foreign merchandise in a zone which does not have status as privileged foreign or zone restricted is considered to be in non-privileged status.
- 3.15 **“Operating Agreement”** means a written agreement between the Grantee and any Operator utilizing the Zone that establishes the rules, procedures and requirements for the Operator’s use of the Zone.
- 3.16 **“Port Director”** means the USCBP Port Director with responsibility for overseeing the Activation and operations of the customs port of entry and the Zone.
- 3.17 **“Privileged Foreign Status Merchandise”** means imported merchandise that has not cleared customs and for which the User wishes said merchandise to retain its identity, from a USCBP classification standpoint, regardless of its condition when it ultimately enters the customs territory of the United States. The privileged status must be affirmatively requested by User.
- 3.18 **“Service Area”** means the jurisdiction(s) within which a Grantee proposes to be able to designate sites via minor boundary modifications under the ASF.
- 3.19 **“Usage Driven Site”** means a site tied to a single Operator or User under the ASF.
- 3.20 **“USCBP”** means the United States Customs and Border Protection Service.
- 3.21 **“USCBP Regulations”** means 19 CFR 146 that governs the activities of Operators within the Zone; the admission, manipulation, manufacture or exhibition of merchandise within the Zone; the

exportation of merchandise from the Zone; the transfer of merchandise from one zone to another; and the transfer of merchandise from the Zone into Customs Territory.

- 3.22 **“User(s)”** means a person or firm using a Zone Site for storage, handling, or processing of merchandise.
- 3.23 **“Zone”** means the aggregate of all Zone Sites within FTZ No. 136.
- 3.24 **“Zone Restricted Merchandise”** means merchandise taken into the Zone for the sole purpose of exportation, destruction or storage and which cannot re-enter the U.S. Customs territory unless FTZB determines the return would be in the public interest. Zone-restricted status must be affirmatively requested by user.
- 3.25 **“Zone Site”** means each separate activated area comprising FTZ No. 136.
- 3.26 **“Zone Schedule” or “Schedule”** means this document which constitutes the FTZ No. 136 Zone Schedule as required by 15 CFR 400.44.

4 AUTHORITY

4.1 Grantee Authority

Foreign Trade Zone No. 136 was established by FTZB Order No. 349 issued on March 16, 1987 with the CPA functioning as the Grantee. General Purpose FTZ No. 136 was expanded once through FTZB Order No. 507 issued on January 29, 1991. There have been three Administrative Actions that have altered the boundaries of the General Purpose Zone Project – Administrative Actions A-31-91, A(27f)-26-92 and A(27f)-13-97. In addition, FTZ No. 136 was reorganized under the Alternative Site Framework by FTZB Order No. 1837 dated June 18, 2012. ~~The Service Area for FTZ No. 136 is all of Brevard County and a description of the Sites is included below. The grant shall not be sold, conveyed, transferred, set over or assigned [19 USC 81q].~~

4.2 U.S. Customs and Border Protection Authority

The rules, regulations and rates provided in this Schedule do not supersede USCBP Rules and Regulations. Any new measures, rulings or determinations made by USCBP will apply.

4.3 Statutory and Regulatory Authority

- Foreign Trade Zones Act [19 USC 81(a) – 81(u)]
- Regulations of the Foreign-Trade Zones Board [15 CFR Part 400]
- U.S. Customs and Border Protection Regulations [19 CFR Part 146]
- Florida Statutes [Chapter 288, s.288.35 through s.288.38]

5 OPERATIONS WITHIN THE ZONE

All persons doing business within FTZ No. 136 and all operations moving merchandise into or out of FTZ No. 136 must strictly conform to the Act, FTZ Regulations, USCBP Regulations, Zone Schedule, and all other applicable federal, state and local laws, rules, and regulations. The Schedule has been adopted by the CPA, acting in its capacity as Grantee, and has been revised pursuant to FTZ Regulations [15 CFR 400.44]. This regulation directs that the Grantee shall submit to the Executive Secretary of the FTZB a zone schedule which sets forth (1) internal rules/regulations and policies for the zone and (2) a statement of the rates and charges (fees) applicable to zone users.

6 AUTHORITY GRANTED / ACCEPTED

6.1 Authority Granted

The Grantee grants the FTZ Operator the authority to utilize the Zone Site as a FTZ subject to the terms and conditions set forth in the Operating Agreement executed between the Grantee and the FTZ Operator.

6.2 Authority Accepted

The FTZ Operator assumes responsibility for the operation and management of the Zone Site in accordance with the terms and conditions of the Operating Agreement during the term set forth in the Operating Agreement and any extensions thereof.

7 LIABILITY; INDEMNIFICATION; INSURANCE

7.1 Grantee Liability

~~A Grantee is the entity to which the privilege of establishing, operating and maintaining a FTZ has been granted. The grant shall not be sold, conveyed, transferred, set over or assigned [19 USC 81q].~~ USCBP holds the FTZ Operator and its surety responsible for compliance with the USCBP Regulations through the conditions of the FTZ Operator Bond [19 CFR 113.73]. A grant of authority, per se, shall not be construed to make the Grantee liable for violations by zone participants [15 CFR 400.46(a)]. A Grantee could create liability for itself that otherwise would not exist if the Grantee undertakes detailed operational oversight of or direction to zone participants. Examples of detailed operational oversight or direction include review of an operator's inventory-control or record-keeping systems, specifying requirements for such a system to be used by an operator, and review of USCBP documentation related to an operator's zone receipts and shipments [15 CFR 400.46(b)].

7.2 FTZ Operator Liability

An FTZ Operator agrees to terms and conditions set forth within the Operator's Operating Agreement that covers the development and operational management of FTZ activities at their designated Zone Site(s). Operations will be consistent and in accordance with standards of operation required by USCBP and the FTZB, including those related to occupancy and use.

7.3 Indemnification

The FTZ Operator agrees to protect, save, defend, indemnify, and hold harmless the Grantee, its elected officials, employees, and agents from and against any and all loss, claims, damage, and liability, including attorney fees and costs at the trial and appellate levels, whether insured or not, arising out of or incident to any acts, omission, neglect, or operations of the FTZ Operator at the Zone Site. This includes, but is not limited to, FTZ Operator liabilities under the FTZ Operator's Bond, including liquidated damages, as well as all other penalties and/or fines for violations of USCBP Regulations governing FTZ activities. Nothing stated within this paragraph shall be deemed to exculpate or relieve the Grantee from liability from the negligent acts of Grantee.

7.4 Insurance

The FTZ Operator is required to maintain insurance policy(ies) for the benefit of the Grantee, naming Canaveral Port Authority as an additional insured, in accordance with the types and amounts set forth in the Operating Agreement. Upon activation, the FTZ Operator must furnish the Grantee certificates of any such insurance.

8 SITES COMPRISING FTZ NO. 136

8.1 Magnet Sites

SITE 1: CPA-owned lands and facilities located at Port Canaveral (884 acres).

SITE 3: Melbourne Orlando International Airport (1,820 acres).

8.2 Usage Driven Sites

SITE 7: ~~Airbus OneWeb Satellites~~ Airbus U.S. Space & Defense, Inc. (11.99 acres).

SITE 8: Raider Outboards Inc (0.46 acres).

8.3 List of Operators (current as of the Effective Date)

OPERATOR	SITE LOCATION	STATUS
American Cruise-Aid Logistics, Inc. 405 Atlantis Road, Suite 101 Cape Canaveral, FL 32920	Magnet Site No. 1	Activated November 7, 2007
Seaport Canaveral Corp. 555 Hwy. 401 Cape Canaveral, FL 32920-4438	Magnet Site No. 1	Activated May 4, 2010
Airbus U.S. Space & Defense, Inc. Airbus OneWeb Satellites LLC 8301 NewSpace Drive Merritt Island, FL 32953	Usage Driven Site No. 7	Activated March 11, 2019
Raider Outboards Inc 1885 Armstrong Drive Titusville, FL 32780	Usage Driven Site No. 8	Activated May 25, 2021
City of Melbourne Airport Authority 800 W. Nasa Blvd. Melbourne, FL 32901	Magnet Site No. 3	Activated June 28, 2022

NOTE: The above sites are approved by FTZB standards, however, for Grantee rate schedule purposes, Activated means engaged in business with international cargo.

9 RATES AND FEES

Property Owners and FTZ Operators shall pay the CPA for services rendered at the rate published in the following charts. Fees are based upon staff time and services involved and exclude additional out-of-pocket expenses including FTZB application fees, legal expenses, and engineering and/or surveying services.

Magnet Site	
Sponsorship of Submissions to FTZB:	
Establishment of a new Magnet Site	\$15,000
Expansion/Reorganization of Existing Magnet Site	\$7,500
Request for Production Authority	\$2,500

Annual Fees¹:

Annual Fee for Activated Magnet Site (billed annually in January)	\$5,000 (per site)
---	--------------------

¹Additional fees charged by the FTZB are the responsibility of the Applicant.

Usage Driven Site**Sponsorship of Submissions to FTZB:**

Establishment of a new Usage Driven Site	\$5,000 (per site)
Expansion of Existing Usage Driven Site	\$2,500 (per site)
Request for Production Authority	\$2,500

Annual Fees¹:

Annual Fee for Activated Usage Driven Site (billed annually in January)	\$5,000 (per site)
---	--------------------

¹ Additional fees charged by the FTZB are the responsibility of the Applicant.

9.1 Late Fee Assessment

All invoices unpaid on the 30th calendar day following the day on which the invoice was issued or the debt was due are delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-½%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said bill which remains delinquent.

9.2 Non-Payment of Fees

The CPA reserves the right to terminate any Operating Agreement or Property Owner Agreement or otherwise deny any Operator or Property Owner the use of FTZ No. 136 as a result of the failure of Operator or Property Owner to pay fees due Grantee.

9.3 FTZ Operator Fees

Each FTZ Operator that has a clause in its FTZ Operating Agreement to provide FTZ services to the public at large shall publish its own schedule of FTZ related services offered with rates and fees to be charged to Users. This Schedule must be made available at the FTZ Operator's Zone Site and at the office of the Grantee.

10 INTERNAL RULES

The following rules governing procedures within FTZ No. 136 are issued in conformity with and supplementary to the Act and Regulations and such of the United States Statutes and Regulations relating to the Port of Entry that are applicable to FTZ Operations.

The Internal Rules section of this Schedule is divided as follows: General Operations; Improvements; Record Keeping; Advertising; Administrative Expense; Indemnification; and Insurance.

Each FTZ Operator at FTZ No. 136 (whether Multiple User, Single User, or Usage Driven) will have an Operating Agreement in place before Activation. The following Internal Rules section of this Schedule supplements but does not supersede the terms and requirements of the Operating Agreement.

10.1 General Operations

10.1.1. Qualifications

Persons and business entities may qualify as an Operator of FTZ No. 136 provided that they are located within Grantee's Service Area, have satisfied all requirements imposed by USCBP, executed the necessary Operating Agreement with the Grantee, filed a Schedule of Rates and Fees with the Grantee (this is needed if the Operator has a clause in its FTZ Operating Agreement to provide FTZ services to the public at large), and met all additional laws and regulations imposed by agencies having jurisdiction over their activities.

10.1.2. FTZ Operations Manual

The FTZ Operator shall establish standards of operation and management and will document them in a FTZ Operations Manual. The manual will conform to requirements of the FTZB and USCBP and will apply to the admittance of all persons, firms and corporations to such premises.

10.1.3. Right of Entry

Representatives of the Grantee, FTZB, USCBP and other authorized U.S. Government Officers, shall have the right to enter the Zone Site at any time for the authorized and lawful purpose of examining the Zone Site, conferring with the FTZ Operator, its agents, invitees and employees on the premises, inspecting and checking operations, supplies, equipment and merchandise, and determining whether the business is being conducted in accordance with the procedures established in the Operations Manual, the Operating Agreement and pursuant to USCBP and FTZ Regulations. All such entries shall be in accordance with the established security procedures and with reasonable advance notice to the FTZ Operator.

10.1.4. Performance

The FTZ Operator agrees to promptly undertake its best efforts to initiate FTZ operations. The Grantee agrees to provide necessary support for the FTZ Operator's efforts.

10.1.5. Expansion

The FTZ Operator will respond, in a timely manner, to future growth in market demand for leased space and facilities within the Zone Site including requesting expansion of facilities as deemed necessary and economically practicable by the FTZ Operator in consultation with Grantee.

10.1.6. Application to FTZB

The Grantee shall have the sole ability to file applications with the FTZB requesting modifications to Grants of Authority. Requests to modify Grant may include expansions, boundary modifications, Usage Driven Site applications and/or changes in scope of authority.

10.1.7. Prohibited Uses

FTZ No. 136 shall not be used to circumvent trade laws and directives of the United States nor shall it be used for any activities that do not comply with other applicable laws and regulations.

No retail trade shall be conducted within any Activated Areas except as approved by the FTZB and USCBP with concurrence from the Grantee.

No persons shall reside within any Activated Areas of FTZ No. 136.

10.2 Improvements

10.2.1. Immediate Improvements

The FTZ Operator agrees to construct the improvements and facilities at the Zone Site required by the FTZB and to conform with USCBP security requirements for Activation of the Zone Site. The FTZ Operator further agrees to commence business as soon as practicable following the completion of such improvements.

10.2.2. Improvements Generally

The FTZ Operator agrees not to construct any additional Zone Site facility or make any substantial alterations to the improvements referred to above in Immediate Improvements, unless plans and specifications are first concurred with by the Grantee, FTZB, and USCBP as required by law.

10.2.3. Repairs and Maintenance

The FTZ Operator will repair and maintain the premises in a clean and orderly condition consistent with the nature of the operations at the Zone Site.

10.3 Recordkeeping

The Grantee is responsible for preparing and filing with the FTZB an Annual Report summarizing all Zone activity from January 1 through December 31 of each year. The report shall be filed by March 31 of each year pursuant to current requirements of the FTZB. In order for the Grantee to meet its responsibility in this regard, each Operator shall electronically submit its data to the Grantee through the Online FTZ Information System (OFIS) that has been created by the FTZB. Failure of an Operator to timely submit such data may result in penalties assessed by both the Grantee and the FTZB. The FTZ Operator shall be responsible for preparing a narrative and supplying photographs, as required, for the Annual Report to the FTZB. All financial and operations information concerning zone operations shall be kept confidential except that which is required to be made public by the FTZB. Any and all FTZ operations manuals, computer programs, computer reports and system designs developed by the FTZ Operator shall be kept confidential and will not be disclosed to any other entity, except for such information as shall be determined to be public information under federal, state or local laws.

All financial and accounting records concerning Zone Site operations shall be retained for five (5) years after the act or occurrence recorded or after the merchandise covered by such records has been forwarded from the zone, whichever is longer.

Details of business operations of individual firms operating and using the Zone Site shall be kept confidential except for such information as shall be determined to be public information under federal, state or local laws.

10.4 Advertising

The FTZ Operator may advertise that its operations are within a Foreign Trade Zone. The Grantee may advertise that the FTZ Operator operations are within a Foreign Trade Zone. However, the Grantee agrees to consult with the FTZ Operator to assure the accuracy of published data concerning the Zone Site. If the Grantee or FTZ Operator fail to approve or disapprove, in writing, any advertising materials within fourteen (14) days after submission, such materials shall be deemed approved.

10.5 Administrative Expenses

10.5.1. Administrative Fees

The FTZ Operator agrees to pay or cause to be paid all costs, expenses and taxes (if any) incurred by the Zone Site operation including, but not limited to, construction, installation, improvements, security, maintenance, personnel and as otherwise provided herein. The FTZ Operator also agrees to pay the Grantee an annual fee. This fee shall be examined each January as to changes required by either party.

10.5.2. U.S. Customs & Border Protection Administration Expenses

The FTZ Operator shall pay or cause to be paid the full cost of all USCBP administrative fees attributable to the Zone Site operation via direct billing.

10.5.3. U.S. Customs & Border Protection Bond Expense

The FTZ Operator shall pay the full cost of any USCBP Bond required by USCBP for operation of the Zone Site and will file directly with the Port Director.

~~10.6 Indemnification~~

~~The FTZ Operator agrees to protect, save, defend, indemnify, and hold harmless the Grantee, its elected officials, employees, and agents from and against any and all loss, claims, damage, and liability, including attorney fees and costs at the trial and appellate levels, whether insured or not, arising out of or incident to any acts, omission, neglect, or operations of the FTZ Operator at the Zone Site. This includes, but is not limited to, FTZ Operator liabilities under the FTZ Operator's Bond, including liquidated damages, as well as all other penalties and/or fines for violations of USCBP Regulations governing FTZ activities. Nothing stated within this paragraph shall be deemed to exculpate or relieve the Grantee from liability from the negligent acts of Grantee.~~

~~10.7 Insurance~~

~~The FTZ Operator is required to maintain insurance policy(ies) for the benefit of the Grantee, naming Canaveral Port Authority as an additional insured, in accordance with the types and amounts set forth in the Operating Agreement. Upon activation, the FTZ Operator must furnish the Grantee certificates of any such insurance.~~

Revision History

DATE	VERSION	STATUS	COMMENT	UPDATED BY
2016.09.14	001	Submitted to 9/28/16 Board of Commissioners for approval.	Overall format and design change. Title changed to Zone Schedule.	Langley, C.
2017.01.27	002		Updated with new Commissioners	Smother, L.
2017.09.19	003	Submitted to 9/28/17 Board of Commissioners for approval.	Updated administration personnel and magnet sites	Langley, C.
2018.10.01	004	Submitted to 8/29/18 Board of Commissioners for approval.	Deleted 8.3 Subzones; Revised 10.4 Advertising	Cornelius, S.
2019.10.01	005	Submitted to 8/28/19 Board of Commissioners for approval.	Revised 8.1, 8.2 and 8.3	Cornelius, S.
2021.10.01	006	Submitted to 8/16/21 Board of Commissioners for approval.	Revised 8.2 and 8.3	Cornelius, S.
2022.10.01	007	Submitted to 8/17/22 Board of Commissioners for approval.	Language additions to 2 .1, 2.2, 2.3, 9, 10.1.6, 10.1.7, 10.6. Revised 8.1.and 8.3; Deletion Addition to Definitions	Cornelius, S.
2023.10.01	008	Submitted to 8/23/23 Board of Commissioners for approval.	Updated Commissioners and admin personnel. Revised 3, 9 and 10.7	Simmons, J.
<u>2024.10.01</u>	<u>009</u>	<u>Submitted to 8/21/24 Board of Commissioners for approval.</u>	<u>Updated administration personnel. Revised Sections 4, 7 and 8.</u>	<u>Simmons, J.</u>

* * * * *

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Executive
Request Action:	CEO Report
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	Consideration of Accepting the Financial Memo for June/July 2024 (Jeff Long).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_CFO_MEMO_08.21.24.pdf](#)



MEMORANDUM

TO: John Murray, CEO
FROM: Jeff Long, CFO
DATE: August 14, 2024
SUBJECT: Unaudited financial results – FY 2024 July

The following is a summary of the financial results through July for FY 2024 as compared to the budget.

REVENUES

Operating Revenues

For the Fiscal Year through July, Operating Revenues are \$161.0M, which is \$3.1M above budget.

Cruise Revenue:

For the fiscal year, total cruise revenue (including parking) is \$131.2M and is \$2.6M above budget. There have been 771 cruise calls (Home Port & Port of Call) and 6,390,159 multi-day passengers. Cruise calls are slightly below budget, while passengers are ahead of budget (628k higher).

In July, there were 619,562 passengers generated from 74 cruise calls.

Cargo Revenue:

The Port has generated cargo revenue (port fees and rent) YTD through July of \$19.8M which is right on the \$19.8 budget YTD. For the fiscal year, there were 582 cargo calls and 5,676,509 tons. Granite, slag, limestone and fuel are above budget. Forest Products and salt are below budget.

In July, there were 60 cargo calls and 492,423 tons.

Leases/Recreation/Misc. Revenue:

Lease revenue of \$4.0M is \$.4M above budget. Recreation revenue (Jetty Park) for the year is \$3.5M, which is right on YTD budget. Miscellaneous revenue of \$2.4M is slightly over budget by \$.1M.

EXPENSES

Operating Expenses:

Operating expenses are \$99.0M through July and are \$4.1M below the YTD budget, with savings in service contracts, salaries, promotions, insurance and engineering.

Operating Income (Loss):

Operating Income through the first ten months of the fiscal year is \$62.0M, which is \$7.1M above the budget.

Non-Operating Revenues:

Non-operating revenues consist of earnings on cash balances, revenues from grant administration, and gain on capital asset disposals. Total revenues from these sources for FY 2024 YTD are \$10.2M.

Non-Operating Expenses:

Non-operating expenses consist primarily of interest expense on outstanding loans and bonds. For Fiscal Year 2024 YTD, Non-operating expenses total \$10.2M.

Addition to Net Position for Debt Reduction and Port Development:

The Addition to Net Position for Debt Reduction and Port Development YTD through July is \$62.0M.

Attachments –

Income Statement – July and June 2024

Statement of Net Position – July and June 2024



Canaveral Port Authority
Income Statement YTD
June 2024

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year Actual
REVENUES								
Cruise	8,976,898	8,929,405	47,493	7,594,648	76,587,131	75,098,387	1,488,744	72,400,069
CCRC	896,612	866,869	29,743	1,916,526	7,457,742	6,539,920	917,822	17,953,590
Cruise Parking	4,124,540	3,676,684	447,856	3,160,439	34,546,359	33,745,529	800,830	32,628,771
Cargo	1,875,881	1,888,050	(12,169)	1,631,195	17,972,471	18,234,723	(262,252)	15,473,500
Leases	398,553	351,564	46,989	452,394	3,594,823	3,234,769	360,054	3,868,784
Recreation	345,156	367,225	(22,069)	362,839	3,206,291	3,172,123	34,168	3,142,359
Miscellaneous	207,664	232,579	(24,915)	262,077	2,155,609	2,093,212	62,397	2,319,348
TOTAL OPERATING REVENUES	\$ 16,825,304	\$ 16,312,376	\$ 512,928	\$ 15,380,119	\$ 145,520,424	\$ 142,118,663	\$ 3,401,761	\$ 147,786,422
EXPENSES								
Operations	1,436,013	1,437,921	(1,908)	1,292,651	12,873,892	13,506,462	(632,570)	10,199,805
Facilities	1,496,779	1,497,100	(321)	1,401,519	12,307,408	12,448,378	(140,970)	10,044,491
Parks and Recreation	165,364	168,874	(3,510)	203,340	1,582,323	1,579,255	3,068	1,589,730
Public Safety	1,057,353	1,074,987	(17,634)	992,198	9,686,913	9,720,717	(33,804)	8,566,013
Fire Training Facility	54,236	54,253	(17)	34,729	254,463	310,917	(56,454)	284,393
Commission	25,425	31,120	(5,695)	34,338	246,020	285,153	(39,133)	256,703
Executive	230,315	283,476	(53,161)	249,870	1,896,170	2,813,665	(917,495)	1,580,667
Finance & Accounting	165,763	166,379	(616)	206,566	1,599,717	1,651,299	(51,582)	1,516,385
Administrative Services	443,092	998,315	(555,223)	999,534	7,580,567	9,009,973	(1,429,406)	6,833,520
Engineering & Environmental	167,967	213,646	(45,679)	215,982	1,706,374	2,033,160	(326,786)	1,607,637
Business Development	71,237	98,585	(27,348)	111,853	835,168	960,684	(125,516)	714,647
Tenant & Property Development	27,821	32,303	(4,482)	29,390	267,775	352,077	(84,302)	293,329
Government & Strategic Comm.	105,024	137,812	(32,788)	140,976	1,099,156	1,310,148	(210,992)	1,023,866
Depreciation	4,094,680	4,104,419	(9,739)	4,233,214	36,856,976	36,939,771	(82,795)	38,097,332
OPERATING EXPENSES	9,541,069	10,299,190	(758,121)	10,146,160	88,792,924	92,921,659	(4,128,735)	82,608,519
OPERATING INCOME (LOSS)	7,284,235	6,013,186	1,271,049	5,233,959	56,727,501	49,197,004	7,530,497	65,177,903
NON-OPERATING REVENUES	929,852	625,416	304,436	537,172	8,984,075	5,628,744	3,355,331	18,564,422
NON-OPERATING EXPENSES	1,007,290	1,002,804	4,486	1,021,098	9,210,989	9,318,953	(107,964)	9,331,705
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	\$ 7,206,797	\$ 5,635,798	\$ 1,570,999	\$ 4,750,033	\$ 56,500,587	\$ 45,506,795	\$ 10,993,792	\$ 74,410,620



Canaveral Port Authority Statements of Net Position June 2024

	June 2024	June 2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 73,328,795	\$ 59,953,711
Cash and cash equivalents - restricted	1,203,713	644,123
Cash designated for capital projects	130,531,261	122,685,693
Accounts receivable, net	10,520,684	12,087,837
Prepaid expenses	1,590,819	5,002,860
Due from other governmental units	4,892,384	2,646,121
Inventory	740,662	632,519
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	\$ 222,826,948	\$ 203,671,495
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	12,930,729	12,770,940
Other receivables and deposits, long term	10,459,117	5,459,117
Capital Assets, Net of Accumulated Depreciation	721,476,930	654,937,148
TOTAL NONCURRENT ASSETS	\$ 744,866,777	\$ 673,167,205
TOTAL ASSETS	\$ 967,693,725	\$ 876,838,700
DEFERRED OUTFLOWS OF RESOURCES	\$ 433,230	\$ 533,765
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 10,003,702	\$ 7,551,239
Accrued compensated balances	787	2,724
Unearned Revenue	801,010	877,520
Payroll and sales tax payable	329,662	287,542
Revenue bonds payable, current	17,231,000	16,847,917
Other liabilities, current	5,001,733	1,919,182
Payable from restricted assets:		
Accrued interest payable	907,740	939,681
Revenue bonds payable, current	65,000	62,083
TOTAL CURRENT LIABILITIES	\$ 34,340,634	\$ 28,487,888
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	\$ 323,207,743	\$ 340,746,725
Line of credit	21,000,000	21,000,000
Other noncurrent liabilities	4,604,626	3,830,942
TOTAL NONCURRENT LIABILITIES	\$ 348,812,368	\$ 365,577,667
TOTAL LIABILITIES	\$ 383,153,002	\$ 394,065,555
DEFERRED INFLOWS OF RESOURCES	\$ 1,529,134	\$ 1,301,323
NET POSITION		
Invested in capital assets, net of related debt	\$ 368,236,839	\$ 280,046,014
Restricted for future debt service	12,930,729	12,770,940
Unrestricted	202,277,251	189,188,634
TOTAL NET POSITION	\$ 583,444,820	\$ 482,005,587
TOTAL LIABILITIES AND NET POSITION	\$ 968,126,956	\$ 877,372,465



Canaveral Port Authority
Income Statement YTD
July 2024

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year Actual
REVENUES								
Cruise	8,430,648	8,314,430	116,218	8,457,209	85,017,779	83,412,817	1,604,962	80,857,278
CCRC	877,478	839,653	37,825	2,154,057	8,335,219	7,379,573	955,646	20,107,647
Cruise Parking	3,325,159	4,099,135	(773,976)	3,189,417	37,871,518	37,844,664	26,854	35,818,188
Cargo	1,851,108	1,610,718	240,390	1,488,555	19,823,579	19,845,441	(21,862)	16,962,055
Leases	393,442	357,113	36,329	444,075	3,988,265	3,591,882	396,383	4,312,859
Recreation	316,871	346,855	(29,984)	327,107	3,523,161	3,518,978	4,183	3,469,466
Miscellaneous	260,889	232,579	28,310	207,522	2,416,497	2,325,791	90,706	2,526,870
TOTAL OPERATING REVENUES	\$ 15,455,594	\$ 15,800,483	\$ (344,889)	\$ 16,267,942	\$ 160,976,019	\$ 157,919,146	\$ 3,056,873	\$ 164,054,363
EXPENSES								
Operations	1,326,964	1,402,911	(75,947)	1,086,419	14,200,857	14,909,373	(708,516)	11,286,224
Facilities	1,332,853	1,308,435	24,418	1,170,799	13,640,261	13,756,813	(116,552)	11,215,290
Parks and Recreation	180,482	173,774	6,708	182,672	1,762,805	1,753,029	9,776	1,772,402
Public Safety	1,101,271	1,091,874	9,397	926,988	10,788,183	10,812,591	(24,408)	9,493,001
Fire Training Facility	24,266	32,083	(7,817)	15,811	278,728	343,000	(64,272)	300,204
Commission	23,295	31,118	(7,823)	21,442	269,315	316,271	(46,956)	278,145
Executive	207,295	283,476	(76,181)	174,892	2,103,466	3,097,141	(993,675)	1,755,559
Finance & Accounting	186,499	186,379	120	136,937	1,786,216	1,837,678	(51,462)	1,653,323
Administrative Services	1,331,654	994,754	336,900	833,728	8,912,221	10,004,727	(1,092,506)	7,667,247
Engineering & Environmental	171,587	213,648	(42,061)	153,775	1,877,961	2,246,808	(368,847)	1,761,413
Business Development	66,431	98,585	(32,154)	60,347	901,600	1,059,269	(157,669)	774,994
Tenant & Property Development	49,293	48,603	690	23,314	317,068	400,680	(83,612)	316,643
Government & Strategic Comm.	93,452	137,812	(44,360)	106,273	1,192,608	1,447,960	(255,352)	1,130,140
Depreciation	4,088,405	4,104,419	(16,014)	4,234,808	40,945,381	41,044,190	(98,809)	42,332,141
OPERATING EXPENSES	10,183,747	10,107,871	75,876	9,128,205	98,976,671	103,029,530	(4,052,859)	91,736,724
OPERATING INCOME (LOSS)	5,271,847	5,692,612	(420,765)	7,139,737	61,999,348	54,889,616	7,109,732	72,317,640
NON-OPERATING REVENUES	1,186,700	625,416	561,284	815,883	10,170,775	6,254,160	3,916,615	19,380,306
NON-OPERATING EXPENSES	977,498	1,001,871	(24,373)	1,015,768	10,188,486	10,320,824	(132,338)	10,347,473
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	\$ 5,481,050	\$ 5,316,157	\$ 164,893	\$ 6,939,853	\$ 61,981,637	\$ 50,822,952	\$ 11,158,685	\$ 81,350,473



Canaveral Port Authority Statements of Net Position July 2024

	July 2024	July 2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 73,328,795	\$ 59,953,711
Cash and cash equivalents - restricted	1,854,119	1,290,308
Cash designated for capital projects	130,112,702	126,351,774
Accounts receivable, net	11,049,090	14,356,608
Prepaid expenses	5,509,430	4,664,267
Due from other governmental units	4,724,179	929,975
Inventory	756,014	646,335
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	\$ 227,352,960	\$ 208,211,609
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	12,930,729	12,770,940
Other receivables and deposits, long term	10,459,117	5,459,117
Capital Assets, Net of Accumulated Depreciation	723,870,861	659,500,252
TOTAL NONCURRENT ASSETS	\$ 747,260,707	\$ 677,730,309
TOTAL ASSETS	\$ 974,613,667	\$ 885,941,918
DEFERRED OUTFLOWS OF RESOURCES	\$ 428,932	\$ 528,534
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 10,679,205	\$ 8,021,662
Accrued compensated balances	787	2,724
Unearned Revenue	790,838	856,208
Payroll and sales tax payable	259,739	278,433
Revenue bonds payable, current	17,166,000	16,785,833
Other liabilities, current	5,003,082	1,917,883
Payable from restricted assets:		
Accrued interest payable	1,815,480	1,879,362
Revenue bonds payable, current	130,000	124,167
TOTAL CURRENT LIABILITIES	\$ 35,845,131	\$ 29,866,271
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	\$ 323,187,494	\$ 340,726,477
Line of credit	21,000,000	21,000,000
Other noncurrent liabilities	4,554,971	3,830,942
TOTAL NONCURRENT LIABILITIES	\$ 348,742,465	\$ 365,557,418
TOTAL LIABILITIES	\$ 384,587,596	\$ 395,423,690
DEFERRED INFLOWS OF RESOURCES	\$ 1,529,134	\$ 1,301,323
NET POSITION		
Invested in capital assets, net of related debt	\$ 370,520,316	\$ 284,587,887
Restricted for future debt service	12,930,729	12,770,940
Unrestricted	205,474,824	192,386,613
TOTAL NET POSITION	\$ 588,925,869	\$ 489,745,439
TOTAL LIABILITIES AND NET POSITION	\$ 975,042,599	\$ 886,470,452

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for June/July 2024 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_STATISTICAL June_08.21.24.pdf](#)

[REPORTS_FIN_STATISTICAL July_08.21.24.pdf](#)

[REPORTS_FIN_AGING 08.21.24.pdf](#)

[REPORTS_FIN_LIST OF BILLS June and July_08.21.24.pdf](#)

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR June 2024

	YTD FY2024		YTD FY2023			June 2024		June 2023		
SHIP CALLS:										
Cargo		363		369	-1.63%		44		35	25.71%
Layberth / Other		159		123	29.27%		16		26	-38.46%
Cruise - Multi-Day		697.0		697.0	0.00%		75.0		70.5	6.38%
Cruise - Gaming (Single Day)		425		410.0	3.66%		47		51.0	-7.84%
TOTAL SHIP CALLS:		1,644.0		1,599.0	2.81%		182.0		182.5	-0.27%
SHIP DAYS ON BERTH:		4,065.5		3,816	6.54%		492.0		420	17.14%
CARGO TONNAGE (short tons):										
Aggregate		909,392		819,830	10.92%		124,525		98,087	26.95%
Containers		1,995		9,291	-78.53%		292		9	3216.21%
Dry Bulk Cargo		804,249		783,987	2.58%		68,660		99,922	-31.29%
Break Bulk Cargo		117,344		107,931	8.72%		8,630		9,801	-11.95%
Lumber (374,307 1000'sBF / 533,736 1000'sBF)		561,459		802,104	-30.00%		53,103		74,374	-28.60%
Machinery, Equipment (W/M)		3,717		1,980	87.74%		276		543	-49.20%
Petroleum & LNG		2,785,929		2,779,504	0.23%		281,558		221,346	27.20%
TOTAL CARGO TONNAGE:		5,184,086		5,304,626	-2.27%		537,042		504,082	6.54%
Passenger Counts - Single Day/Gaming	99,274	425	107,110	410	-7.32%	11,035	47	12,502	51	-11.73%
CARGO REVENUE:		\$ 11,016,237		\$ 11,280,162	-2.34%		\$ 1,096,185		\$ 1,045,517	4.85%
LAYBERTH/OTHER REVENUE:		\$ 1,335,942		\$ 813,542	64.21%		\$ 148,291		\$ 145,505	1.91%
CRUISE - SINGLE DAY/GAMING REVENUE:		\$ 956,978		\$ 857,942	11.54%		\$ 128,485		\$ 100,183	28.25%
GRAND TOTAL CARGO / OTHER REVENUE:		\$ 13,309,157		\$ 12,951,646	2.76%		\$ 1,372,961		\$ 1,291,204	6.33%
	<u>Units</u>	<u>TEU'S</u>	<u>Units</u>	<u>TEU'S</u>		<u>Units</u>	<u>TEU'S</u>	<u>Units</u>	<u>TEU'S</u>	
CONTAINERS-# LOAD	162	189	502	565		39	43	-	-	
CONTAINERS-# EMP'Y	268	276	770	2003		1	1	4	4	

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR June 2024

* CRUISE PASSENGERS	YTD FY2024		YTD FY2023		%	June 2024		June 2023		%		
	* Rev. Psgrs. = embarking, debarking, Intransit passengers					* Rev. Psgrs. = embarking, debarking, Intransit passengers						
	PSGRS	VOY'G	PSGRS	VOY'G		PSGRS	VOY'G	PSGRS	VOY'G			
MULTI-DAY CRUISE PASSENGERS:												
Carnival Cruise Lines												
Elation - HP	3	1.0	11	1.5	100.00%	-	-	11	1.5	-100.00%		
Freedom - HP	339,443	49.0	400,071	62.0	-15.15%	46,474	6.0	53,711	7.0	-13.47%		
Glory - HP	118,825	17.0	-	-	100.00%	58,203	8.0	-	-	100.00%		
Legend - POC	3	0.5	-	-	100.00%	-	-	-	-	-		
Liberty - HP	417,831	61.5	525,727	78.0	-20.52%	-	-	66,517	9.0	-100.00%		
Magic - HP	-	-	225,380	28.5	-100.00%	-	-	-	-	-		
Mardi Gras - HP	469,064	39.5	459,306	39.5	2.12%	63,575	5.0	50,761	4.0	25.24%		
Vista - HP	257,306	29.5	-	-	100.00%	47,898	5.0	-	-	100.00%		
Aurora (CCL Affiliate) - POC	1,682	1.0	-	-	100.00%	-	-	-	-	-		
Costa Deliziosa (CCL Affiliate) - POC	-	-	1,643	1.0	-100.00%	-	-	-	-	-		
Nieuw Statendam (CCL Affiliate) - POC	-	-	2,236	1.0	-100.00%	-	-	-	-	-		
Queen Victoria (CCL Affiliate) - POC	1,816	1.0	-	-	100.00%	-	-	-	-	-		
Ventura (CCL Affiliate) - POC	2,851	1.0	2,391	1.0	19.24%	-	-	-	-	-		
Zaandam (CCL Affiliate) - POC	1,326	1.0	-	-	100.00%	-	-	-	-	-		
Zuiderdam (CCL Affiliate) - POC	1,835	1.0	-	-	100.00%	-	-	-	-	-		
Disney Cruise Lines												
Fantasy - HP	280,201	39.0	271,101	39.0	3.36%	37,028	5.0	30,322	4.0	22.12%		
Wish - HP	591,141	78.0	565,732	78.5	4.49%	61,935	8.0	68,939	9.0	-10.16%		
MSC Cruises												
Divina - HP	-	-	7,713	2.0	-100.00%	-	-	-	-	-		
Meraviglia - HP & POC	102,950	23.0	332,923	47.5	-69.08%	19,668	4.0	19,736	4.0	-0.34%		
Seashore - HP	434,173	43.5	-	-	100.00%	73,911	7.0	-	-	100.00%		
Seaside - HP	89,366	11.0	135,493	15.5	-34.04%	-	-	56,145	6.0	-100.00%		
Explora I (MSC Affiliate) - POC	142	1.0	-	-	100.00%	-	-	-	-	-		
Norwegian Cruise Lines												
Epic - HP	152,528	17.0	-	-	100.00%	-	-	-	-	-		
Escape - HP & POC	193,885	20.0	197,609	21.0	-1.88%	-	-	-	-	-		
Gem - POC	-	-	4,050	2.0	-100.00%	-	-	-	-	-		
Getaway - HP & POC	-	-	140,132	23.5	-100.00%	-	-	8,382	1.0	-100.00%		
Jade - POC	58,932	11.5	-	-	100.00%	21,402	4.0	-	-	100.00%		
Joy - HP	-	-	3,058	0.5	-100.00%	-	-	-	-	-		
Prima - HP	-	-	97,531	15.0	-100.00%	-	-	-	-	-		
Sun - HP	1,785	0.5	-	-	100.00%	-	-	-	-	-		
Riviera (NCL Affiliate) - POC	-	-	1,002	1.0	-100.00%	-	-	-	-	-		
Seven Seas Navigator (NCL Affiliate) - POC	-	-	464	1.0	-100.00%	-	-	-	-	-		
Vista (NCL Affiliate) - POC	1,126	1.0	-	-	100.00%	-	-	-	-	-		
Other Cruise Lines - POC												
American Glory - POC	56	1.5	-	-	100.00%	-	-	-	-	-		
Borealis - POC	938	1.0	-	-	100.00%	-	-	-	-	-		
Royal Caribbean Int'l												
Adventure of the Sea - HP	250,249	34.0	-	-	100.00%	39,026	5.0	-	-	100.00%		
Allure of the Seas - HP	870,075	70.0	-	-	100.00%	103,349	8.0	-	-	100.00%		
Anthem of the Seas - POC	89,647	19.0	87,462	19.0	2.50%	-	-	-	-	-		
Enchantment of the Seas - HP	-	-	35,035	15.5	-100.00%	-	-	-	-	-		
Harmony of the Seas - HP	-	-	62,579	5.5	-100.00%	-	-	-	-	-		
Independence of the Seas - HP & POC	66,942	8.0	580,910	67.0	-88.48%	-	-	81,434	9.0	-100.00%		
Jewel of the Sea - HP	-	-	118,086	26.5	-100.00%	-	-	-	-	-		
Mariner of the Seas - HP	321,105	43.0	339,268	47.0	-5.35%	-	-	31,413	4.0	-100.00%		
Oasis of the Seas - HP	24,903	4.0	68,207	11.5	-63.49%	-	-	26,121	4.0	-100.00%		
Symphony of the Seas - POC	45,267	7.5	-	-	100.00%	32,658	5.0	-	-	100.00%		
Vison of the Seas - POC	27,851	13.5	-	-	100.00%	-	-	-	-	-		
Wonder of the Seas - HP	534,195	40.0	440,292	35.0	21.33%	69,007	5.0	54,619	4.0	26.34%		
TUI Cruises												
Marella Discovery - HP & POC	16,034	5.0	27,815	9.0	100.00%	-	-	13,428	4.0	-100.00%		
Mein Schiff 1 (RCI Affiliate) - POC	-	-	4,806	2.0	-100.00%	-	-	-	-	-		
Mein Schiff 6 (RCI Affiliate) - POC	5,121	2.0	-	-	100.00%	-	-	-	-	-		
TOTAL MULTI-DAY PASSENGERS:	5,770,597	697.0	5,138,033	697.0	12.31%	674,134	75.0	561,539	70.5	20.05%		
TOTAL MULTI-DAY CRUISE REVENUE:		\$ 118,591,231		\$ 122,124,489	-2.89%		\$ 13,998,049		\$ 12,571,431	11.35%		
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:		\$ 131,900,388		\$ 135,076,134	-2.35%		\$ 15,371,010		\$ 13,862,635	10.88%		

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CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR July 2024

	YTD FY2024		YTD FY2023			July 2024		July 2023		
SHIP CALLS:										
Cargo	410		406		0.99%	47		37		27.03%
Layberth / Other	172		141		21.99%	13		18		-27.78%
Cruise - Multi-Day	770.5		776.0		-0.71%	73.5		79.0		-6.96%
Cruise - Gaming (Single Day)	477		464.0		2.80%	52		54.0		-3.70%
TOTAL SHIP CALLS:	1,829.5		1,787.0		2.38%	185.5		188.0		-1.33%
SHIP DAYS ON BERTH:	4,523.0		4,250		6.42%	458.5		434		5.65%
CARGO TONNAGE (short tons):										
Aggregate	968,147		870,215		11.25%	58,755		50,384		16.61%
Containers	1,995		10,051		-80.15%	-		760		-100.00%
Dry Bulk Cargo	878,183		886,061		-0.89%	73,934		102,074		-27.57%
Break Bulk Cargo	133,077		127,187		4.63%	15,732		19,256		-18.30%
Lumber (395,798 1000'sBF / 533,736 1000'sBF)	593,695		826,443		-28.16%	32,236		24,340		32.44%
Machinery, Equipment (W/M)	3,846		2,147		79.17%	129		167		-22.72%
Petroleum & LNG	3,097,566		3,059,467		1.25%	311,636		279,963		11.31%
TOTAL CARGO TONNAGE:	5,676,509		5,781,571		-1.82%	492,423		476,944		3.25%
Passenger Counts - Single Day/Gaming	111,487	477	120,673	464	-7.61%	12,213	52	13,563	54	-9.95%
CARGO REVENUE:	\$ 12,097,244		\$ 12,232,811		-1.11%	\$ 1,081,007		\$ 952,649		13.47%
LAYBERTH/OTHER REVENUE:	\$ 1,462,186		\$ 912,781		60.19%	\$ 126,244		\$ 99,239		27.21%
CRUISE - SINGLE DAY/GAMING REVENUE:	\$ 1,095,647		\$ 967,440		13.25%	\$ 138,669		\$ 109,498		26.64%
GRAND TOTAL CARGO / OTHER REVENUE:	\$ 14,655,077		\$ 14,113,032		3.84%	\$ 1,345,920		\$ 1,161,386		15.89%
	<u>Units</u>	<u>TEU'S</u>	<u>Units</u>	<u>TEU'S</u>		<u>Units</u>	<u>TEU'S</u>	<u>Units</u>	<u>TEU'S</u>	
CONTAINERS# LOAD	162	189	661	729		0	0	159	164	
CONTAINERS# EMP'Y	268	276	774	2008		0	0	4	5	

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR July 2024

	YTD FY2024		YTD FY2023			July 2024		July 2023				
	* Rev. Psgrs. = embarking, debarking, Intransit passengers					* Rev. Psgrs. = embarking, debarking, Intransit passengers						
	PSGRS	VOY'G	PSGRS	VOY'G			PSGRS	VOY'G	PSGRS		VOY'G	
* CRUISE PASSENGERS												
MULTI-DAY CRUISE PASSENGERS:												
Carnival Cruise Lines												
Elation - HP	3	1.0	11	1.5	100.00%	-	-	-	-	-		
Freedom - HP	393,626	56.0	453,973	69.0	-13.29%	54,183	7.0	53,902	7.0	0.52%		
Glory - HP	184,580	26.0	-	-	-100.00%	65,755	9.0	-	-	100.00%		
Legend - POC	3	0.5	-	-	100.00%	-	-	-	-	-		
Liberty - HP	417,831	61.5	593,625	87.0	-29.61%	-	-	67,898	9.0	-100.00%		
Magic - HP	-	-	225,380	28.5	-100.00%	-	-	-	-	-		
Mardi Gras - HP	519,871	43.5	522,780	44.5	-0.56%	50,807	4.0	63,474	5.0	-19.96%		
Vista - HP	295,665	34.0	-	-	100.00%	38,359	4.5	-	-	100.00%		
Aurora (CCL Affiliate) - POC	1,682	1.0	-	-	100.00%	-	-	-	-	-		
Costa Deliziosa (CCL Affiliate) - POC	-	-	1,643	1.0	-100.00%	-	-	-	-	-		
Nieuw Statendam (CCL Affiliate) - POC	-	-	2,236	1.0	-100.00%	-	-	-	-	-		
Queen Victoria (CCL Affiliate) - POC	1,816	1.0	-	-	100.00%	-	-	-	-	-		
Ventura (CCL Affiliate) - POC	2,851	1.0	2,391	1.0	19.24%	-	-	-	-	-		
Zaandam (CCL Affiliate) - POC	1,326	1.0	-	-	100.00%	-	-	-	-	-		
Zuiderdam (CCL Affiliate) - POC	1,835	1.0	-	-	100.00%	-	-	-	-	-		
Disney Cruise Lines												
Fantasy - HP	310,298	43.0	308,540	44.0	0.57%	30,097	4.0	37,439	5.0	-19.61%		
Wish - HP	661,411	87.0	636,025	87.5	3.99%	70,270	9.0	70,293	9.0	-0.03%		
MSC Cruises												
Divina - HP	-	-	7,713	2.0	-100.00%	-	-	-	-	-		
Meraviglia - HP & POC	129,431	28.0	354,279	51.5	-63.47%	26,481	5.0	21,356	4.0	24.00%		
Seashore - HP	497,969	49.5	-	-	100.00%	63,796	6.0	-	-	100.00%		
Seaside - HP	89,366	11.0	204,575	23.5	-56.32%	-	-	69,082	8.0	-100.00%		
Explora I (MSC Affiliate) - POC	142	1.0	-	-	100.00%	-	-	-	-	-		
Norwegian Cruise Lines												
Epic - HP	152,528	17.0	-	-	100.00%	-	-	-	-	-		
Escape - HP & POC	193,885	20.0	197,609	21.0	-1.88%	-	-	-	-	-		
Gem - POC	-	-	4,050	2.0	-100.00%	-	-	-	-	-		
Getaway - HP & POC	-	-	140,132	23.5	-100.00%	-	-	-	-	-		
Jade - POC	80,972	15.5	-	-	100.00%	22,040	4.0	-	-	100.00%		
Joy - HP	-	-	7,591	1.5	-100.00%	-	-	4,533	1.0	-100.00%		
Prima - HP	-	-	97,531	15.0	-100.00%	-	-	-	-	-		
Sun - HP	1,785	0.5	-	-	100.00%	-	-	-	-	-		
Insignia (NCL Affiliate)	-	-	597	1.0	-100.00%	-	-	597	1.0	-100.00%		
Riviera (NCL Affiliate) - POC	-	-	1,002	1.0	-100.00%	-	-	-	-	-		
Seven Seas Navigator (NCL Affiliate) - POC	-	-	464	1.0	-100.00%	-	-	-	-	-		
Vista (NCL Affiliate) - POC	1,126	1.0	-	-	100.00%	-	-	-	-	-		
Other Cruise Lines - POC												
American Glory - POC	56	1.5	-	-	100.00%	-	-	-	-	-		
Borealis - POC	938	1.0	-	-	100.00%	-	-	-	-	-		
Royal Caribbean Int'l												
Adventure of the Sea - HP	281,634	38.0	-	-	100.00%	31,385	4.0	-	-	100.00%		
Allure of the Seas - HP	902,420	72.5	-	-	100.00%	32,345	2.5	-	-	100.00%		
Anthem of the Seas - POC	89,647	19.0	87,462	19.0	2.50%	-	-	-	-	-		
Enchantment of the Seas - HP	-	-	35,035	15.5	-100.00%	-	-	-	-	-		
Harmony of the Seas - HP	-	-	62,579	5.5	-100.00%	-	-	-	-	-		
Independence of the Seas - HP & POC	66,942	8.0	662,120	76.0	-89.89%	-	-	81,210	9.0	-100.00%		
Jewel of the Sea - HP	-	-	118,086	26.5	-100.00%	-	-	-	-	-		
Mariner of the Seas - HP	321,105	43.0	378,597	52.0	-15.19%	-	-	39,329	5.0	-100.00%		
Oasis of the Seas - HP	24,903	4.0	101,458	16.5	-75.45%	-	-	33,251	5.0	-100.00%		
Symphony of the Seas - POC	71,989	11.5	-	-	100.00%	26,722	4.0	-	-	100.00%		
Utopia of the Seas - HP	52,180	6.5	-	-	100.00%	52,180	6.5	-	-	100.00%		
Vision of the Seas - POC	27,851	13.5	-	-	100.00%	-	-	-	-	-		
Wonder of the Seas - HP	589,337	44.0	509,100	40.0	15.76%	55,142	4.0	68,808	5.0	-19.86%		
TUI Cruises												
Marella Discovery - HP & POC	16,034	5.0	40,734	15.0	-60.64%	-	-	12,919	6.0	-100.00%		
Mein Schiff 1 (RCI Affiliate) - POC	-	-	4,806	2.0	-100.00%	-	-	-	-	-		
Mein Schiff 6 (RCI Affiliate) - POC	5,121	2.0	-	-	100.00%	-	-	-	-	-		
TOTAL MULTI-DAY PASSENGERS:	6,390,159	770.5	5,762,124	776.0	10.90%	619,562	73.5	624,091	79.0	-0.73%		
TOTAL MULTI-DAY CRUISE REVENUE:		\$ 131,224,516		\$ 135,815,673	-3.38%		\$ 12,633,285		\$ 13,691,185	-7.73%		
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:		\$ 145,879,593		\$ 149,928,706	-2.70%		\$ 13,979,204		\$ 14,852,571	-5.88%		



INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority
John Murray, CEO

FROM: Diana Mims-Reid, Controller *DMR*

DATE: August 21, 2024

SUBJECT: Account Receivable Update

The following is a brief update of the Accounts Receivable billing and collection process. Staff continues to work with our customers to ensure collection and credit of accounts.

Staff has been working closely with our customer and business partners to maintain a current billing and account balance status. Most of our accounts are in line as evidenced by the 97.1% with balances in less than 30 days. We are working with all others to bring accounts current.

Attached is the aging report as of August 13, 2024. The Current accounts are 97.1% of total Accounts Receivable of \$11,269,926.36. We will send any necessary notices. The updated aging results will be provided at the meeting on August 21, 2024.

The following accounts are due to/have been sent notices of action and/or late fee assessments.

Seven Seas Academy

CANAVERAL PORT AUTHORITY

A/R Aging Summary

8/13/2024

Customer	0-30	31-60	61-90	90+	Total
888 Taxi LLC	\$ 37,500.00	\$ -	\$ -	\$ -	\$ 37,500.00
A.R. Savage & Son LLC	\$ 119,890.38	\$ -	\$ -	\$ -	\$ 119,890.38
AAEA Investments, LLC	\$ 1,490.29	\$ 450.00	\$ -	\$ -	\$ 1,940.29
Adelte Technologies, Inc.	\$ 648.90	\$ -	\$ -	\$ -	\$ 648.90
Ambassador Services International, LLC	\$ 500,629.19	\$ 296,516.94	\$ -	\$ -	\$ 797,146.13
Ambassador Services, LLC	\$ 265,371.71	\$ -	\$ -	\$ -	\$ 265,371.71
Aviara Boats, LLC	\$ 1,408.21	\$ -	\$ -	\$ -	\$ 1,408.21
Beyel Brothers, Inc.	\$ 3,692.12	\$ -	\$ -	\$ -	\$ 3,692.12
Bluepoints International Fisheries, Inc.	\$ 45,095.23	\$ -	\$ -	\$ -	\$ 45,095.23
Brevard Achievement Center Enterprises, LLC	\$ 4,300.00	\$ -	\$ -	\$ -	\$ 4,300.00
Canaveral Port Properties	\$ 1,202.77	\$ -	\$ -	\$ -	\$ 1,202.77
Cape Canaveral Marine Center LP	\$ 18,595.08	\$ -	\$ -	\$ -	\$ 18,595.08
Carnival Cruise Line/Seabourn	\$ 1,737,725.49	\$ -	\$ -	\$ -	\$ 1,737,725.49
Fillette Green Shipping Services (USA) Corp	\$ 23,655.45	\$ -	\$ -	\$ -	\$ 23,655.45
Fishlips Waterfront Bar & Grill Inc.	\$ 20,291.00	\$ -	\$ -	\$ -	\$ 20,291.00
Florida Power & Light	\$ -	\$ 14,882.22	\$ -	\$ -	\$ 14,882.22
GAC Shipping (USA) Inc	\$ 8,089.75	\$ -	\$ -	\$ -	\$ 8,089.75
Glover Oil Co.	\$ 1,160.71	\$ -	\$ -	\$ -	\$ 1,160.71
GOV CBP Cape Canaveral, LLC	\$ 7,273.78	\$ -	\$ -	\$ -	\$ 7,273.78
GT USA LLC	\$ 65,191.60	\$ -	\$ -	\$ -	\$ 65,191.60
Gulf Harbor Shipping, LLC	\$ 16,009.08	\$ -	\$ -	\$ -	\$ 16,009.08
Inchcape Shipping Service	\$ 108,086.20	\$ -	\$ -	\$ -	\$ 108,086.20
Magical Cruise Company dba DCL Port Facilities, LLC	\$ 1,132,284.50	\$ -	\$ -	\$ -	\$ 1,132,284.50
Marine Towing of Port Canaveral, LLC	\$ 1,788.53	\$ -	\$ -	\$ -	\$ 1,788.53
Mattie's Delectable Desserts Inc.	\$ 4,429.00	\$ -	\$ -	\$ -	\$ 4,429.00
MLSBC Cruises Ltd Cape Canaveral	\$ 2,367,660.46	\$ -	\$ -	\$ -	\$ 2,367,660.46
Moran Gulf Shipping	\$ 55,738.66	\$ -	\$ -	\$ -	\$ 55,738.66
Morton Salt, Inc.	\$ 17,626.41	\$ -	\$ -	\$ -	\$ 17,626.41
Norton Lilly International	\$ 119,416.50	\$ -	\$ -	\$ -	\$ 119,416.50
Norwegian Cruise Line	\$ 146,073.12	\$ -	\$ -	\$ -	\$ 146,073.12
Palmdale Oil Company, Inc.	\$ 315.71	\$ -	\$ -	\$ -	\$ 315.71
Polaris New Energy LLC	\$ 22,078.22	\$ -	\$ -	\$ -	\$ 22,078.22
Port Canaveral Leasing & Storage, Inc.	\$ 3,455.39	\$ -	\$ -	\$ -	\$ 3,455.39
Quest Fuels LLC	\$ 304.11	\$ -	\$ -	\$ -	\$ 304.11
Royal Caribbean Group	\$ 3,543,639.59	\$ -	\$ -	\$ -	\$ 3,543,639.59
Sea Ray Division of Brunswick Corporation	\$ 2,388.11	\$ -	\$ -	\$ -	\$ 2,388.11
Seafood Atlantic, Inc.	\$ 342.28	\$ -	\$ -	\$ -	\$ 342.28
Seven Seas Academy	\$ 12,894.73	\$ 16,554.46	\$ -	\$ -	\$ 29,449.19
Sims Crane & Equipment Co., Inc.	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00
Smith & Associates Enterprises, Inc.	\$ 3,023.47	\$ -	\$ -	\$ -	\$ 3,023.47
Sophlex Enterprises Inc	\$ 1,817.88	\$ -	\$ -	\$ -	\$ 1,817.88
SpaceX	\$ 161,037.50	\$ 2,080.00	\$ -	\$ -	\$ 163,117.50
SSI Lubricants, LLC (dba) SSI Petroleum	\$ 662.12	\$ -	\$ -	\$ -	\$ 662.12
The Sea Turtle Preservation Society, Inc	\$ 910.00	\$ -	\$ -	\$ -	\$ 910.00
TransMontaigne Terminals LLC	\$ 112,381.16	\$ -	\$ -	\$ -	\$ 112,381.16
Tropic Oil Co	\$ 1,590.35	\$ -	\$ -	\$ -	\$ 1,590.35
Valls Shipping Company	\$ 70,525.70	\$ -	\$ -	\$ -	\$ 70,525.70
Victory Casino Cruise	\$ 72,906.59	\$ -	\$ -	\$ -	\$ 72,906.59
Vitol Inc / Seaport Canaveral Corp.	\$ 91,894.84	\$ -	\$ -	\$ -	\$ 91,894.84
Waters Edge Bait and Tackle	\$ 3,250.87	\$ -	\$ -	\$ -	\$ 3,250.87
Total	\$ 10,939,442.74	\$ 330,483.62	\$ -	\$ -	\$ 11,269,926.36
	97.1%	2.9%	0.0%	0.0%	100%

Canaveral Port Authority
CPA List of Bills
June 1, 2024 - June 30, 2024

Date	Document Number	Type	Name	Amount
6/10/2024	156225	Bill Payment	Marie's Coffee Service	(\$200.00)
6/10/2024	156226	Bill Payment	Color Card Administrator Corp	(\$37.50)
6/10/2024	156227	Bill Payment	Marie's Coffee Service	(\$200.00)
6/10/2024	156228	Bill Payment	Color Card Administrator Corp	(\$37.50)
6/10/2024	156229	Bill Payment	TPH Holdings LLC dba The Parts House	(\$56.53)
6/10/2024	156230	Bill Payment	National Hospitality Supply Inc	(\$101.75)
6/12/2024	156231	Bill Payment	Windcave Inc	(\$3,373.20)
6/13/2024	156232	Bill Payment	Canaveral Fire Rescue	(\$14,229.08)
6/13/2024	156233	Bill Payment	PCMTA	(\$10,833.33)
6/13/2024	156234	Bill Payment	Canaveral Fire Rescue	(\$223,927.50)
6/13/2024	156235	Bill Payment	Brevard County Sheriffs Office	(\$691,078.00)
6/13/2024	156236	Bill Payment	Citizenserve	(\$1,403.84)
6/13/2024	156237	Bill Payment	SilverTech Inc	(\$28,080.00)
6/13/2024	156238	Bill Payment	Atlantic Southern Paving & Sealcoating	(\$6,745.00)
6/13/2024	156239	Bill Payment	Vigilant Solutions LLC	(\$1,500.00)
6/13/2024	156240	Bill Payment	Launch Network DMS	(\$7,050.00)
6/13/2024	156241	Bill Payment	Reflective Apparel Factory Inc	(\$374.54)
6/13/2024	156242	Bill Payment	Boggs Fire Equipment Inc	(\$127.62)
6/13/2024	156243	Bill Payment	Packer Norris Parts LLC	(\$900.00)
6/13/2024	156244	Bill Payment	Terracon Consultants Inc	(\$6,943.20)
6/13/2024	156245	Bill Payment	ADM II Exhibits & Displays Inc	(\$750.00)
6/13/2024	156246	Bill Payment	Campbell's Air Conditioning LLC	(\$3,600.00)
6/13/2024	156247	Bill Payment	National Veterans Homeless Support Inc	(\$1,250.00)
6/13/2024	156248	Bill Payment	Brevard Achievement Center Enterprises LLC	(\$254,949.16)
6/13/2024	156249	Bill Payment	Thaxton, Craig	(\$5,032.50)
6/13/2024	156250	Bill Payment	X-Treme Enterprises LLC	(\$900.00)
6/13/2024	156251	Bill Payment	Jones Walker LLP	(\$13,000.00)
6/13/2024	156252	Bill Payment	Tensator Inc	(\$4,653.44)
6/13/2024	156253	Bill Payment	Aegir Port Property Advisers	(\$2,838.00)
6/13/2024	156254	Bill Payment	ADP LLC	(\$7,231.10)
6/13/2024	156255	Bill Payment	Marie's Coffee Service	(\$400.00)
6/13/2024	156256	Bill Payment	Interbay Coatings Inc	(\$3,875.00)
6/13/2024	156257	Bill Payment	Allied Door & Hardware Co Inc	(\$8,744.76)
6/13/2024	156258	Bill Payment	SiteOne Landscape Supply LLC	(\$520.50)
6/13/2024	156259	Bill Payment	Rockledge Winsupply Inc	(\$1,972.30)
6/13/2024	156260	Bill Payment	Florida Bulb and Ballast	(\$2,862.50)
6/13/2024	156261	Bill Payment	Kelly Ford Inc	(\$2,038.31)
6/13/2024	156262	Bill Payment	Johnstone Supply	(\$21,568.31)
6/13/2024	156263	Bill Payment	Cypress Mulch, Fence & Sod Inc	(\$234.00)
6/13/2024	156264	Bill Payment	Your Laundry Butler	(\$372.49)
6/13/2024	156265	Bill Payment	Lake Doctors Inc, The	(\$920.00)
6/13/2024	156266	Bill Payment	US Customs and Border Protection	(\$91,143.47)
6/13/2024	156267	Bill Payment	Brevard County Sheriffs Office	(\$34,236.25)
6/13/2024	156268	Bill Payment	Ring Power Corporation	(\$8,483.38)
6/13/2024	156269	Bill Payment	Aging Matters in Brevard	(\$780.00)
6/13/2024	156270	Bill Payment	Integrated Cooling Solutions LLC	(\$710,751.00)
6/13/2024	156271	Bill Payment	Morse Communications Inc	(\$16,143.82)
6/13/2024	156272	Bill Payment	Merritt Department Store	(\$531.00)
6/13/2024	156273	Bill Payment	Nationwide	(\$999.09)
6/13/2024	156274	Bill Payment	Florida Door Control of Orlando Inc	(\$6,835.16)
6/13/2024	156275	Bill Payment	Florida High Speed Internet	(\$1,250.00)
6/13/2024	156276	Bill Payment	East Coast Fence & Guardrail of Brev	(\$571.50)
6/13/2024	156277	Bill Payment	Motor City Restyling	(\$215.00)
6/13/2024	156278	Bill Payment	Kool Breeze Ice Co	(\$204.00)
6/13/2024	156279	Bill Payment	The SF Travis Co Inc	(\$104.37)

6/13/2024	156280	Bill Payment	Amerigas	(\$406.60)
6/13/2024	156281	Bill Payment	Cocoa Ford	(\$4,008.55)
6/13/2024	156282	Bill Payment	Color Card Administrator Corp	(\$100.99)
6/13/2024	156283	Bill Payment	Grainger Industrial Supply	(\$3,111.79)
6/13/2024	156284	Bill Payment	American Guard Services Inc	(\$9,550.23)
6/13/2024	156285	Bill Payment	TPH Holdings LLC dba The Parts House	(\$56.53)
6/13/2024	156286	Bill Payment	Oracle America Inc	(\$647,998.19)
6/13/2024	156287	Bill Payment	ABC Home And Commercial Services	(\$1,902.67)
6/13/2024	156288	Bill Payment	Advance Auto Parts	(\$538.14)
6/13/2024	156289	Bill Payment	Glover Oil Co Inc	(\$19,739.53)
6/13/2024	156290	Bill Payment	Amazon Business	(\$3,471.29)
6/13/2024	156291	Bill Payment	NAPA Auto Parts	(\$857.95)
6/13/2024	156292	Bill Payment	Anderson Rentals Inc	(\$394.25)
6/13/2024	156293	Bill Payment	The Vernon Company	(\$724.02)
6/13/2024	156294	Bill Payment	UniFirst Corporation	(\$941.09)
6/13/2024	156295	Bill Payment	Raybro Electric Supplies	(\$6,477.50)
6/13/2024	156296	Bill Payment	PFM Asset Management LLC	(\$2,817.40)
6/13/2024	156297	Bill Payment	Luensmann , Diane	(\$220.70)
6/13/2024	156298	Bill Payment	Marks, Muriel	(\$1,560.30)
6/13/2024	156299	Bill Payment	Applicant Insight Inc	(\$178.50)
6/13/2024	156300	Bill Payment	Odgers Berndtson LLC	(\$28,000.00)
6/13/2024	156301	Bill Payment	DEX Imaging LLC	(\$720.04)
6/13/2024	156302	Bill Payment	Bonilla, Nhora	(\$116.39)
6/13/2024	156303	Bill Payment	Ace Hardware of Cape Canaveral	(\$2,118.00)
6/13/2024	156304	Bill Payment	Mercury Hydraulics LLC	(\$583.68)
6/13/2024	156305	Bill Payment	Galls	(\$848.38)
6/13/2024	156306	Bill Payment	GO Signs	(\$2,415.00)
6/13/2024	156307	Bill Payment	MIDLAND CREDIT MANAGEMENT INC	(\$1,869.54)
6/13/2024	156308	Bill Payment	City Electric (WTP)	(\$428.20)
6/13/2024	156309	Bill Payment	Flanders Electric Motor Service LLC	(\$5,382.56)
6/13/2024	156310	Bill Payment	Overhead Door of America	(\$275.00)
6/13/2024	156311	Bill Payment	Imperial Towing of Brevard LLC	(\$510.00)
6/13/2024	156312	Bill Payment	BTM Coaches Inc	(\$71,789.05)
6/13/2024	156313	Bill Payment	888 Transportation LLC	(\$6,525.00)
6/13/2024	156314	Bill Payment	Fastenal	(\$14.40)
6/13/2024	156315	Bill Payment	Home Depot (Store)	(\$100.70)
6/13/2024	156316	Bill Payment	CDW Government LLC	(\$34,542.19)
6/13/2024	156317	Bill Payment	Millisits, Mark	(\$125.25)
6/13/2024	156318	Bill Payment	Entertainment by Michael Van Ness	(\$175.00)
6/13/2024	156319	Bill Payment	GreatAmerica Financial Services Corporation	(\$1,998.93)
6/13/2024	156320	Bill Payment	Dalrymple, Dylan	(\$365.00)
6/13/2024	156321	Bill Payment	Bucks Unlimited	(\$214.08)
6/13/2024	156322	Bill Payment	Markley, Steven C	(\$200.00)
6/13/2024	156323	Bill Payment	Southern Lock & Supply	(\$844.34)
6/13/2024	156324	Bill Payment	Reynolds, Michael E	(\$161.25)
6/13/2024	156325	Bill Payment	Lisa Cullen Tax Collector	(\$9,834.75)
6/13/2024	156326	Bill Payment	FedEx	(\$43.24)
6/13/2024	156327	Bill Payment	Aflac Group	(\$1,651.61)
6/14/2024	156328	Bill Payment	Trane U.S. Inc	(\$958,613.08)
6/14/2024	156329	Bill Payment	US Customs and Border Protection	(\$2,945.39)
6/14/2024	156330	Bill Payment	Jacobs Engineering Group Inc	(\$168,604.97)
6/14/2024	156331	Bill Payment	Coastal Construction Products LLC	(\$8,131.86)
6/14/2024	156332	Bill Payment	World Electric Supply Inc	(\$31,116.49)
6/14/2024	156333	Bill Payment	Ivey's Construction Inc	(\$316,039.13)
6/14/2024	156334	Bill Payment	PCL Construction Services Inc	(\$9,500.00)
6/14/2024	156335	Bill Payment	Canaveral Construction Co Inc	(\$27,511.33)
6/14/2024	156336	Bill Payment	Boulevard Contractors Corp	(\$179,383.75)
6/14/2024	156337	Bill Payment	RUSH Marine LLC	(\$150,821.64)
6/14/2024	156338	Bill Payment	MelD Studio Architecture LLC	(\$16,000.00)
6/14/2024	156339	Bill Payment	Tetra Tech Inc	(\$21,089.36)
6/14/2024	156340	Bill Payment	Amerigas	(\$5,855.18)
6/14/2024	156341	Bill Payment	City of Cocoa	(\$100,049.12)
6/14/2024	156342	Bill Payment	Waste Pro of Florida	(\$13,796.14)

6/14/2024	156343	Bill Payment	MedFast Urgent Care Centers LLC	(\$885.00)
6/27/2024	156344	Bill Payment	BTM Coaches Inc	(\$74,535.58)
6/27/2024	156345	Bill Payment	Bobbs Fire Equipment Inc	(\$1,840.00)
6/27/2024	156346	Bill Payment	PFM Asset Management LLC	(\$3,210.07)
6/27/2024	156347	Bill Payment	NAPA Auto Parts	(\$287.65)
6/27/2024	156348	Bill Payment	Beachside Mower & Service	(\$1,239.67)
6/27/2024	156349	Bill Payment	Brevard County BOCC	(\$680.00)
6/27/2024	156350	Bill Payment	Mercury Hydraulics LLC	(\$1,494.98)
6/27/2024	156351	Bill Payment	Quench USA Inc	(\$1,536.00)
6/27/2024	156352	Bill Payment	TraceHQ.com Inc	(\$15,600.00)
6/27/2024	156353	Bill Payment	Enos , Sarah	(\$180.00)
6/27/2024	156354	Bill Payment	Hopkins, Kelly	(\$117.25)
6/27/2024	156355	Bill Payment	Name Tag Inc	(\$23.20)
6/27/2024	156356	Bill Payment	SilverTech Inc	(\$45,000.00)
6/27/2024	156357	Bill Payment	Orlando Transportation & Tours	(\$2,500.00)
6/27/2024	156358	Bill Payment	Villanueva, Alamo	(\$289.68)
6/27/2024	156359	Bill Payment	DLT Solutions LLC	(\$1,165.00)
6/27/2024	156360	Bill Payment	A Greener Side by Boss Landscaping Inc	(\$1,750.00)
6/27/2024	156361	Bill Payment	Suarez Aguila, Kevin	(\$484.97)
6/27/2024	156362	Bill Payment	Keith Tusing dba Big Idea Entertainment	(\$1,025.00)
6/27/2024	156363	Bill Payment	CDW Government LLC	(\$5,812.10)
6/27/2024	156364	Bill Payment	Engineered Floors LLC	(\$23,706.51)
6/27/2024	156365	Bill Payment	Deciccio Consulting LLC	(\$31,626.84)
6/27/2024	156366	Bill Payment	D&S Executive Transport Services	(\$1,000.00)
6/28/2024	156367	Bill Payment	Geico Indemnity Company	(\$6,283.15)
6/27/2024	156368	Bill Payment	Cocoa Ford	(\$464.60)
6/27/2024	156369	Bill Payment	PPG Architectural Finishes Inc	(\$13,616.23)
6/27/2024	156370	Bill Payment	Kelly Ford Inc	(\$438.63)
6/27/2024	156371	Bill Payment	ALJ 55 Services LLC	(\$500.00)
6/27/2024	156372	Bill Payment	Mike Weakley	(\$800.00)
6/27/2024	156373	Bill Payment	Reyes , Ricardo	(\$140.00)
6/27/2024	156374	Bill Payment	Frank-Lin Services of Brevard LLC	(\$46,000.00)
6/27/2024	156375	Bill Payment	R.E. Michel Company LLC	(\$172.20)
6/27/2024	156376	Bill Payment	Allied Door & Hardware Co Inc	(\$1,200.00)
6/27/2024	156377	Bill Payment	Humana Insurance Company	(\$1,416.08)
6/27/2024	156378	Bill Payment	Newell, Allie	(\$236.50)
6/27/2024	156379	Bill Payment	Palmer, Randall A	(\$193.50)
6/27/2024	156380	Bill Payment	Canaveral Port Ministry	(\$515.64)
6/27/2024	156381	Bill Payment	Kings III Emergency Communications	(\$259.19)
6/27/2024	156382	Bill Payment	Barney's Pumps Inc	(\$980.00)
6/27/2024	156383	Bill Payment	Dalrymple, Dylan	(\$193.50)
6/27/2024	156384	Bill Payment	Advance Auto Parts	(\$679.83)
6/27/2024	156385	Bill Payment	Citizenserve	(\$18,900.00)
6/27/2024	156386	Bill Payment	Aflac Group	(\$1,101.08)
6/27/2024	156387	Bill Payment	The Sherwin Williams Company	(\$2,975.56)
6/27/2024	156388	Bill Payment	Johnstone Supply	(\$7,321.13)
6/27/2024	156389	Bill Payment	Home Depot (Store)	(\$2,540.65)
6/27/2024	156390	Bill Payment	Gray Robinson PA	(\$7,333.33)
6/27/2024	156391	Bill Payment	Reynolds, Michael E	(\$180.00)
6/27/2024	156392	Bill Payment	Posey, Kevin	(\$150.50)
6/27/2024	156393	Bill Payment	Stromquist, Kyle	(\$220.00)
6/27/2024	156394	Bill Payment	Fastenal	(\$1,928.02)
6/27/2024	156395	Bill Payment	Grainger Industrial Supply	(\$4,541.61)
6/27/2024	156396	Bill Payment	GO Signs	(\$690.00)
6/27/2024	156397	Bill Payment	Ace Hardware of Cape Canaveral	(\$1,429.52)
6/28/2024	156398	Bill Payment	Schindler Elevator Corporation	(\$942.12)
6/27/2024	156399	Bill Payment	Schindler Elevator Corporation	(\$111,537.53)
6/27/2024	156400	Bill Payment	TLC Engineering Solutions Inc	(\$941.78)
6/27/2024	156401	Bill Payment	Ford & Harrison LLP	(\$2,432.00)
6/28/2024	156402	Bill Payment	State of FLA Dept of Mgmt Svcs	(\$3,668.47)
6/27/2024	156403	Bill Payment	Florida Door Control of Orlando Inc	(\$2,410.10)
6/28/2024	156404	Bill Payment	Tetra Tech Inc	(\$23,362.79)
6/27/2024	156405	Bill Payment	Tetra Tech Inc	(\$8,791.60)

6/28/2024	156406	Bill Payment	World Electric Supply Inc	(\$2,287.40)
6/27/2024	156407	Bill Payment	Gexpro	(\$298.25)
6/27/2024	156408	Bill Payment	Harbour Mastery Inc	(\$5,200.00)
6/28/2024	156409	Bill Payment	Ivey's Construction Inc	(\$1,779,028.85)
6/28/2024	156410	Bill Payment	Ivey's Construction Inc	(\$28,906.95)
6/27/2024	156411	Bill Payment	Bluepoints Marina at Port Canaveral	(\$759.63)
6/27/2024	156412	Bill Payment	888 Transportation LLC	(\$3,875.00)
6/27/2024	156413	Bill Payment	City Electric (WTP)	(\$741.41)
6/28/2024	156414	Bill Payment	City Electric (WTP)	(\$34,645.05)
6/27/2024	156415	Bill Payment	Hershey's Ice Cream	(\$529.38)
6/27/2024	156416	Bill Payment	American Guard Services Inc	(\$4,229.59)
6/27/2024	156417	Bill Payment	HUB Parking Technology USA Inc	(\$360.00)
6/27/2024	156418	Bill Payment	The Vernon Company	(\$1,678.02)
6/27/2024	156419	Bill Payment	Dept of Business & Professional Regulation	(\$6,150.00)
6/27/2024	156420	Bill Payment	Brevard County Sheriffs Office	(\$30,416.25)
6/28/2024	156421	Bill Payment	Finfrock Industries Inc	(\$1,009,368.00)
6/27/2024	156422	Bill Payment	DynaFire LLC	(\$3,533.88)
6/27/2024	156423	Bill Payment	Jaco of America	(\$1,805.19)
6/27/2024	156424	Bill Payment	Wright Fulford Moorhead & Brown PA	(\$4,516.46)
6/28/2024	156425	Bill Payment	Land & Sea Surveying Concepts Inc	(\$4,525.00)
6/27/2024	156426	Bill Payment	Glover Oil Co Inc	(\$6,635.56)
6/28/2024	156427	Bill Payment	Amerigas	(\$7,796.00)
6/28/2024	156428	Bill Payment	Florida Power & Light Co	(\$211,392.54)
6/28/2024	156429	Bill Payment	Florida Power & Light Co	(\$62,250.00)
6/27/2024	156430	Bill Payment	Stomire Bistline Minidier	(\$4,075.00)
6/27/2024	156431	Bill Payment	UniFirst Corporation	(\$1,141.96)
6/27/2024	156432	Bill Payment	Brevard County Traffic Engineering	(\$692.53)
6/27/2024	156433	Bill Payment	United Rentals (North America) Inc	(\$810.66)
6/28/2024	156434	Bill Payment	AtkinsRealis USA Inc	(\$5,626.99)
6/27/2024	156435	Bill Payment	Staples Inc	(\$714.35)
6/28/2024	156436	Bill Payment	AT&T	(\$9,000.35)
6/27/2024	156437	Bill Payment	Trane U.S. Inc	(\$5,730.13)
6/28/2024	156438	Bill Payment	Waste Pro of Florida	(\$452.42)
6/28/2024	156439	Bill Payment	Reynolds Smith and Hills Inc (RS&H)	(\$50,516.25)
6/27/2024	156440	Bill Payment	Lau Lane Pieper Conley & McCreadie PA	(\$2,162.00)
6/27/2024	156441	Bill Payment	Bucks Unlimited	(\$519.98)
6/27/2024	156442	Bill Payment	PIP Printing	(\$762.50)
6/27/2024	156443	Bill Payment	Morse Communications Inc	(\$17,147.29)
6/27/2024	156444	Bill Payment	Oracle America Inc	(\$637.37)
6/27/2024	156445	Bill Payment	Musser , Robert	(\$1,728.80)
6/27/2024	156446	Bill Payment	Entertainment by Michael Van Ness	(\$1,001.65)
6/27/2024	156447	Bill Payment	Langley , Craig	(\$345.00)
6/27/2024	156448	Bill Payment	Murray, John	(\$5,505.33)
6/27/2024	156449	Bill Payment	Vanstar Transportation LLC	(\$500.00)
6/27/2024	156450	Bill Payment	Simmons, Jennifer	(\$574.88)
6/28/2024	156451	Bill Payment	Paul Bridges & Associates LLC	(\$562.50)
6/27/2024	156452	Bill Payment	Raybro Electric Supplies	(\$6,078.63)
6/27/2024	156453	Bill Payment	Village Flooring Plus LLC	(\$2,793.87)
6/28/2024	156454	Bill Payment	RUSH Marine LLC	(\$5,475.80)
6/27/2024	156455	Bill Payment	RUSH Marine LLC	(\$17,744.71)
6/27/2024	156456	Bill Payment	Liebherr USA Co	(\$1,440.45)
6/27/2024	156457	Bill Payment	Thaxton, Craig	(\$1,686.30)
6/27/2024	156458	Bill Payment	Kool Breeze Ice Co	(\$874.50)
6/27/2024	156459	Bill Payment	PFM Financial Advisors LLC	(\$2,300.00)
6/27/2024	156460	Bill Payment	Safety Shoe Distributors LLC	(\$379.78)
6/27/2024	156461	Bill Payment	TPH Holdings LLC dba The Parts House	(\$150.77)
6/27/2024	156462	Bill Payment	Florida Mulch Inc	(\$2,545.00)
6/27/2024	156463	Bill Payment	Universal Environmental Services LLC	(\$125.00)
6/27/2024	156464	Bill Payment	Amazon Business	(\$1,529.83)
6/27/2024	156465	Bill Payment	Park Place Technologies LLC	(\$1,083.00)
6/27/2024	156466	Bill Payment	Rockledge Winsupply Inc	(\$2,098.32)
6/27/2024	156467	Bill Payment	Your Laundry Butler	(\$2,697.19)
6/27/2024	156468	Bill Payment	Mendez Del Rosario, Victor	(\$449.92)

6/27/2024	156469	Bill Payment	Motor City Restyling	(\$475.00)
6/27/2024	156470	Bill Payment	Murphy, Noah	(\$240.00)
6/27/2024	156471	Bill Payment	Markley, Steven C	(\$258.00)
6/27/2024	156472	Bill Payment	Bond Plumbing Supply Inc	(\$4,524.78)
6/14/2024	WT#2024061402	Bill Payment	Liebherr USA Co	(\$1,222,762.35)
6/14/2024	WT#2024061402	Bill Payment	FMT Sweden AB	(\$114,000.00)
6/14/2024	WT#2024061402	Bill Payment	Orion Marine Construction Inc	(\$819,023.82)
6/17/2024	ACH#224169023	Bill Payment	SunTrust Bank	(\$39,448.02)
6/21/2024	ACH#224173004	Bill Payment	CIGNA Health and Life Insurance	(\$381,983.86)
6/25/2024	ACH#224176036	Bill Payment	Windcave Inc	(\$3,373.20)
6/27/2024	ACH#224178012	Bill Payment	Colonial Life & Accident Insurance	(\$44.00)
6/28/2024	ACH#224179016	Bill Payment	The Lincoln National Life Insurance Co	(\$24,074.05)
6/10/2024	JE-15145	Journal	Void CK# 156225	\$37.50
6/10/2024	JE-15144	Journal	Void CK# 156226	\$200.00
6/12/2024	JE-15162	Journal	Void CK# 156227	\$37.50
6/12/2024	JE-15161	Journal	Void CK# 156228	\$200.00
6/12/2024	JE-15164	Journal	Void CK# 156229	\$3,886.69
6/12/2024	JE-15163	Journal	Void CK# 156128	\$56.53
6/26/2024	JE-15226	Journal	Void CK# 156099	\$2,500.00
6/26/2024	JE-15225	Journal	Void CK# 156231	\$3,373.20
Total				(\$11,557,505.66)

**Balanced to the GL & AP Register
Crystal Leffler 07/01/2024**

07.01.2024

**PAYROLL ACCOUNT
JUNE 2024**

06.14.2024	Net Payroll (AXW WK - 24)	\$	582,761.21
	FICA & Federal Taxes	\$	202,929.12
	Third Party Payments made by ADP	\$	2,847.60
06.28.2024	Net Payroll (AXW WK - 26)	\$	560,756.77
	FICA & Federal Taxes	\$	193,921.24
	Third Party Payments made by ADP	\$	2,919.26
	TOTAL:	\$	<u>1,546,135.20</u>

Canaveral Port Authority
CPA List of Bills
July 1, 2024 - July 31, 2024

Date	Document Number	Type	Name	Amount
7/5/2024	156473	Bill Payment	R.E. Michel Company LLC	(\$79.57)
7/5/2024	156474	Bill Payment	Lynch Oil Company Inc	(\$2,942.65)
7/5/2024	156475	Bill Payment	Advance Auto Parts	(\$424.22)
7/5/2024	156476	Bill Payment	Anderson Rentals Inc	(\$1,093.25)
7/5/2024	156477	Bill Payment	American Business Interiors	(\$335,420.80)
7/5/2024	156478	Bill Payment	PCMTA	(\$22,877.63)
7/5/2024	156479	Bill Payment	Home Depot (Store)	(\$47.91)
7/5/2024	156480	Bill Payment	KNF Customs	(\$1,498.00)
7/5/2024	156481	Bill Payment	Periscope Intermediate Corp	(\$692.50)
7/5/2024	156482	Bill Payment	Duval Ford	(\$117,885.42)
7/5/2024	156483	Bill Payment	GO Signs	(\$192.50)
7/5/2024	156484	Bill Payment	Ace Hardware of Cape Canaveral	(\$1,603.02)
7/5/2024	156485	Bill Payment	Florida High Speed Internet	(\$1,250.00)
7/5/2024	156486	Bill Payment	Florida Door Control of Orlando Inc	(\$1,345.07)
7/5/2024	156487	Bill Payment	Lisa Cullen Tax Collector	(\$10,216.30)
7/5/2024	156488	Bill Payment	Southern Lock & Supply	(\$3,430.99)
7/5/2024	156489	Bill Payment	Premier Magnesia LLC	(\$5,318.24)
7/5/2024	156490	Bill Payment	FAPPO Inc	(\$120.00)
7/5/2024	156491	Bill Payment	Gexpro	(\$614.20)
7/5/2024	156492	Bill Payment	888 Transportation LLC	(\$2,500.00)
7/5/2024	156493	Bill Payment	City Electric (WTP)	(\$130.90)
7/5/2024	156494	Bill Payment	Advantage Concrete of Florida Inc	(\$816.25)
7/5/2024	156495	Bill Payment	Hershey's Ice Cream	(\$264.12)
7/5/2024	156496	Bill Payment	Olsen Associates Inc	(\$4,345.23)
7/5/2024	156497	Bill Payment	Uline Inc	(\$1,256.50)
7/5/2024	156498	Bill Payment	American Guard Services Inc	(\$1,858.86)
7/5/2024	156499	Bill Payment	The Vernon Company	(\$1,905.71)
7/5/2024	156500	Bill Payment	Boggs Fire Equipment Inc	(\$232.74)
7/5/2024	156501	Bill Payment	Imperial Towing of Brevard LLC	(\$60.00)
7/5/2024	156502	Bill Payment	Glover Oil Co Inc	(\$4,290.74)
7/5/2024	156503	Bill Payment	UniFirst Corporation	(\$484.84)
7/5/2024	156504	Bill Payment	Fisher Scientific	(\$4,175.00)
7/5/2024	156505	Bill Payment	AT&T	(\$4,092.67)
7/5/2024	156506	Bill Payment	Trane U.S. Inc	(\$82,008.30)
7/5/2024	156507	Bill Payment	Waste Pro of Florida	(\$13,179.02)
7/5/2024	156508	Bill Payment	National Hospitality Supply Inc	(\$213.65)
7/5/2024	156509	Bill Payment	X-Treme Enterprises LLC	(\$450.00)
7/5/2024	156510	Bill Payment	Iron Mountain Records Management	(\$232.70)
7/5/2024	156511	Bill Payment	Morse Communications Inc	(\$2,622.53)
7/5/2024	156512	Bill Payment	Worktango Inc	(\$2,500.00)
7/5/2024	156513	Bill Payment	Canaveral Fire Rescue	(\$32,656.01)
7/5/2024	156514	Bill Payment	Raybro Electric Supplies	(\$7,443.48)
7/5/2024	156515	Bill Payment	Parroco Production Group Inc	(\$1,895.00)
7/5/2024	156516	Bill Payment	ABC Home And Commercial Services	(\$198.00)
7/5/2024	156517	Bill Payment	Jacobs Engineering Group Inc	(\$7,586.11)
7/5/2024	156518	Bill Payment	Jacobs Engineering Group Inc	(\$341,700.40)
7/5/2024	156519	Bill Payment	Amazon Business	(\$1,528.90)
7/5/2024	156520	Bill Payment	Rockledge Winsupply Inc	(\$41.94)
7/5/2024	156521	Bill Payment	Your Laundry Butler	(\$528.41)
7/5/2024	156522	Bill Payment	DEX Imaging LLC	(\$1,162.91)
7/5/2024	156523	Bill Payment	Motor City Restyling	(\$215.00)
7/5/2024	156524	Bill Payment	Spinutech	(\$1,050.00)
7/5/2024	156525	Bill Payment	BTM Coaches Inc	(\$33,842.53)
7/5/2024	156526	Bill Payment	NAPA Auto Parts	(\$66.34)
7/5/2024	156527	Bill Payment	Mercury Hydraulics LLC	(\$211.99)

7/5/2024	156528	Bill Payment	Self, Thomas D	(\$336.25)
7/5/2024	156529	Bill Payment	CROM LLC	(\$3,500.00)
7/5/2024	156530	Bill Payment	Pece of Mind Environmental Inc	(\$40,500.00)
7/5/2024	156531	Bill Payment	Launch Network DMS	(\$350.00)
7/5/2024	156532	Bill Payment	SilverTech Inc	(\$2,250.00)
7/5/2024	156533	Bill Payment	Arzola, Rosendo	(\$494.99)
7/5/2024	156534	Bill Payment	Davila , David	(\$149.46)
7/5/2024	156535	Bill Payment	Gedeon, Fritz	(\$500.00)
7/5/2024	156536	Bill Payment	Piamo, Jose	(\$500.00)
7/5/2024	156537	Bill Payment	Best Shuttle Service	(\$1,000.00)
7/5/2024	156538	Bill Payment	Current Components Inc	(\$4,586.95)
7/5/2024	156539	Bill Payment	Kelly Ford Inc	(\$749.80)
7/18/2024	156540	Bill Payment	All-Rite Fence Services Inc	(\$3,437.61)
7/18/2024	156541	Bill Payment	R.E. Michel Company LLC	(\$320.44)
7/18/2024	156542	Bill Payment	Allied Door & Hardware Co Inc	(\$500.00)
7/18/2024	156543	Bill Payment	The SF Travis Co Inc	(\$570.14)
7/18/2024	156544	Bill Payment	Kennedy, Jason	(\$172.00)
7/18/2024	156545	Bill Payment	Lamb & Lerch	(\$200.00)
7/18/2024	156546	Bill Payment	Cypress Mulch, Fence & Sod Inc	(\$3,654.12)
7/18/2024	156547	Bill Payment	Palmer, Randall A	(\$430.00)
7/18/2024	156548	Bill Payment	Canaveral Port Ministry	(\$515.64)
7/19/2024	156549	Bill Payment	Barney's Pumps Inc	(\$1,527.00)
7/18/2024	156550	Bill Payment	Dalrymple, Dylan	(\$160.00)
7/18/2024	156551	Bill Payment	Advance Auto Parts	(\$306.53)
7/18/2024	156552	Bill Payment	Overhead Door of America	(\$5,445.00)
7/18/2024	156553	Bill Payment	The Sherwin Williams Company	(\$1,570.17)
7/18/2024	156554	Bill Payment	Johnstone Supply	(\$4,602.25)
7/18/2024	156555	Bill Payment	Beck Auto Sales Inc	(\$17,825.60)
7/18/2024	156556	Bill Payment	PCMTA	(\$10,833.33)
7/18/2024	156557	Bill Payment	Home Depot (Store)	(\$1,116.84)
7/18/2024	156558	Bill Payment	Howard , Robert	(\$220.00)
7/18/2024	156559	Bill Payment	Reynolds, Michael E	(\$236.50)
7/18/2024	156560	Bill Payment	Posey, Kevin	(\$258.00)
7/18/2024	156561	Bill Payment	Fastenal	(\$2,121.76)
7/19/2024	156562	Bill Payment	Duval Ford	(\$151,674.23)
7/18/2024	156563	Bill Payment	Grainger Industrial Supply	(\$2,572.15)
7/18/2024	156564	Bill Payment	GO Signs	(\$120.00)
7/18/2024	156565	Bill Payment	Ace Hardware of Cape Canaveral	(\$2,513.17)
7/18/2024	156566	Bill Payment	Schindler Elevator Corporation	(\$7,249.30)
7/19/2024	156567	Bill Payment	State of FLA Dept of Mgmt Svcs	(\$7,336.94)
7/18/2024	156568	Bill Payment	Florida Door Control of Orlando Inc	(\$1,245.64)
7/19/2024	156569	Bill Payment	City of Cocoa	(\$87,819.89)
7/18/2024	156570	Bill Payment	Galls	(\$2,120.95)
7/18/2024	156571	Bill Payment	Lisa Cullen Tax Collector	(\$9,268.95)
7/18/2024	156572	Bill Payment	Lowe's Home Centers Inc	(\$512.89)
7/18/2024	156573	Bill Payment	Gexpro	(\$9,742.85)
7/18/2024	156574	Bill Payment	Harbour Mastery Inc	(\$3,600.00)
7/19/2024	156575	Bill Payment	Ivey's Construction Inc	(\$242,635.13)
7/18/2024	156576	Bill Payment	Bluepoints Marina at Port Canaveral	(\$759.33)
7/18/2024	156577	Bill Payment	Leasure, Shaun	(\$258.00)
7/19/2024	156578	Bill Payment	City Electric (WTP)	(\$10,549.45)
7/18/2024	156579	Bill Payment	Hershey's Ice Cream	(\$455.22)
7/19/2024	156580	Bill Payment	Olsen Associates Inc	(\$6,619.29)
7/18/2024	156581	Bill Payment	Uline Inc	(\$66.85)
7/18/2024	156582	Bill Payment	American Guard Services Inc	(\$9,536.76)
7/18/2024	156583	Bill Payment	The Vernon Company	(\$7,850.64)
7/18/2024	156584	Bill Payment	American Gift Corp	(\$1,099.98)
7/18/2024	156585	Bill Payment	Brevard County Sheriffs Office	(\$36,111.50)
7/18/2024	156586	Bill Payment	Brevard County Sheriffs Office	(\$691,078.00)
7/19/2024	156587	Bill Payment	Finfrock Industries Inc	(\$611,487.00)
7/18/2024	156588	Bill Payment	Florida Bulb and Ballast	(\$4,975.00)
7/19/2024	156589	Bill Payment	DynaFire LLC	(\$2,740.91)
7/18/2024	156590	Bill Payment	Boggs Fire Equipment Inc	(\$292.07)

7/18/2024	156591	Bill Payment	Lightle Beckner Robison Inc	(\$2,460.00)
7/18/2024	156592	Bill Payment	Glover Oil Co Inc	(\$7,219.27)
7/19/2024	156593	Bill Payment	Ring Power Corporation	(\$8,600.00)
7/18/2024	156594	Bill Payment	UniFirst Corporation	(\$1,186.58)
7/18/2024	156595	Bill Payment	Brevard County Traffic Engineering	(\$769.86)
7/18/2024	156596	Bill Payment	Carrier Enterprise LLC	(\$7,668.16)
7/19/2024	156597	Bill Payment	AtkinsRealis USA Inc	(\$12,273.48)
7/19/2024	156598	Bill Payment	AT&T	(\$681.98)
7/18/2024	156599	Bill Payment	Gattos Tires and Auto Service	(\$2,715.18)
7/19/2024	156600	Bill Payment	Trane U.S. Inc	(\$60,000.00)
7/19/2024	156601	Bill Payment	Trane U.S. Inc	(\$3,812.10)
7/19/2024	156602	Bill Payment	Trane U.S. Inc	(\$78,662.00)
7/18/2024	156603	Bill Payment	Quadient Inc	(\$263.34)
7/19/2024	156604	Bill Payment	MedFast Urgent Care Centers LLC	(\$480.00)
7/18/2024	156605	Bill Payment	Southeast Services of CFL Inc	(\$18,042.50)
7/19/2024	156606	Bill Payment	Waste Pro of Florida	(\$1,118.38)
7/19/2024	156607	Bill Payment	X-Treme Enterprises LLC	(\$480.00)
7/18/2024	156608	Bill Payment	Lake Doctors Inc, The	(\$920.00)
7/18/2024	156609	Bill Payment	Environmental Research & Design Inc	(\$10,861.65)
7/18/2024	156610	Bill Payment	Morse Communications Inc	(\$13,047.67)
7/18/2024	156611	Bill Payment	Allender , Jerry	(\$136.68)
7/18/2024	156612	Bill Payment	Greenslade , Donna	(\$2,524.07)
7/18/2024	156613	Bill Payment	Justice , Wayne	(\$997.70)
7/18/2024	156614	Bill Payment	Entertainment by Michael Van Ness	(\$175.00)
7/18/2024	156615	Bill Payment	West Marine Pro	(\$113.89)
7/19/2024	156616	Bill Payment	Paul Bridges & Associates LLC	(\$562.50)
7/18/2024	156617	Bill Payment	Syn-Tech Systems Inc	(\$4,858.27)
7/18/2024	156618	Bill Payment	Canaveral Fire Rescue	(\$14,229.08)
7/18/2024	156619	Bill Payment	Canaveral Fire Rescue	(\$223,927.50)
7/19/2024	156620	Bill Payment	Canaveral Fire Rescue	(\$60,619.21)
7/19/2024	156621	Bill Payment	German, David	(\$31.37)
7/18/2024	156622	Bill Payment	Odgers Berndtson LLC	(\$28,000.00)
7/18/2024	156623	Bill Payment	Raybro Electric Supplies	(\$12,101.22)
7/18/2024	156624	Bill Payment	SHI International Corp	(\$7,689.80)
7/19/2024	156625	Bill Payment	RUSH Marine LLC	(\$206,139.29)
7/18/2024	156626	Bill Payment	Applicant Insight Inc	(\$59.50)
7/18/2024	156627	Bill Payment	PFM Financial Advisors LLC	(\$2,300.00)
7/18/2024	156628	Bill Payment	Tennant Sales & Service Co	(\$341.62)
7/19/2024	156629	Bill Payment	MelD Studio Architecture LLC	(\$1,650.00)
7/18/2024	156630	Bill Payment	Nationwide	(\$664.64)
7/18/2024	156631	Bill Payment	ABC Home And Commercial Services	(\$1,704.67)
7/19/2024	156632	Bill Payment	Jacobs Engineering Group Inc	(\$32,649.00)
7/19/2024	156633	Bill Payment	Amazon Business	(\$2,942.20)
7/19/2024	156634	Bill Payment	Amazon Business	(\$491.54)
7/19/2024	156635	Bill Payment	Action Metal Works Inc	(\$20,680.00)
7/18/2024	156636	Bill Payment	JAX LNG LLC	(\$2,012.00)
7/18/2024	156637	Bill Payment	The Baker Press Inc	(\$1,126.00)
7/18/2024	156638	Bill Payment	Tint by Tate LLC	(\$640.00)
7/18/2024	156639	Bill Payment	Vigilant Solutions LLC	(\$1,500.00)
7/19/2024	156640	Bill Payment	Castro Alvira , Carlos	(\$418.65)
7/19/2024	156641	Bill Payment	Harrison , Marie	(\$84.50)
7/18/2024	156642	Bill Payment	Bond Plumbing Supply Inc	(\$403.01)
7/18/2024	156643	Bill Payment	BTM Coaches Inc	(\$68,944.81)
7/18/2024	156644	Bill Payment	NAPA Auto Parts	(\$10.03)
7/18/2024	156645	Bill Payment	Markey, Kevin P	(\$44.62)
7/19/2024	156646	Bill Payment	Florida Drone Supply	(\$5,358.00)
7/18/2024	156647	Bill Payment	Brevard County BOCC	(\$280.00)
7/18/2024	156648	Bill Payment	Mercury Hydraulics LLC	(\$559.91)
7/18/2024	156649	Bill Payment	GreatAmerica Financial Services Corporation	(\$1,998.93)
7/19/2024	156650	Bill Payment	INSCCU-ASFE	(\$55.00)
7/18/2024	156651	Bill Payment	Cope, Greg	(\$220.00)
7/19/2024	156652	Bill Payment	IMS Contracting Inc	(\$21,850.00)
7/19/2024	156653	Bill Payment	Gannett Florida LocalIQ	(\$1,420.40)

7/18/2024	156654	Bill Payment	HD Supply Facilities Maintenance	(\$3,410.79)
7/18/2024	156655	Bill Payment	Paramount Pump Services LLC	(\$9,958.47)
7/18/2024	156656	Bill Payment	Keith Tusing dba Big Idea Entertainment	(\$625.00)
7/18/2024	156657	Bill Payment	Tracy McNally dba Making Faces 4 Fun	(\$175.00)
7/19/2024	156658	Bill Payment	Amber Oliveras dba Espresso Yourself LLC	(\$550.00)
7/19/2024	156659	Bill Payment	Cocoa Ford	(\$757.28)
7/19/2024	156660	Bill Payment	PPG Architectural Finishes Inc	(\$64.05)
7/18/2024	156661	Bill Payment	Greene, Roneice	(\$270.91)
7/18/2024	156662	Bill Payment	Davis Industrial	(\$5,870.00)
7/18/2024	156663	Bill Payment	Kelly Ford Inc	(\$194.17)
7/19/2024	156664	Bill Payment	Avis Budget Group	(\$1,016.55)
7/18/2024	156665	Bill Payment	Myers , Kristie	(\$159.00)
7/25/2024	156666	Bill Payment	Transpo-Environmental (TRE) Consulting Inc	(\$5,535.00)
7/25/2024	156667	Bill Payment	R.E. Michel Company LLC	(\$2,422.16)
7/25/2024	156668	Bill Payment	Allied Door & Hardware Co Inc	(\$1,630.46)
7/25/2024	156669	Bill Payment	The SF Travis Co Inc	(\$153.29)
7/26/2024	156670	Bill Payment	Kennedy, Jason	(\$172.00)
7/26/2024	156671	Bill Payment	Humana Insurance Company	(\$1,416.08)
7/25/2024	156672	Bill Payment	JSM & Associates	(\$2,536.08)
7/26/2024	156673	Bill Payment	Palmer, Randall A	(\$602.00)
7/25/2024	156674	Bill Payment	Canaveral Port Ministry	(\$515.64)
7/25/2024	156675	Bill Payment	Kings III Emergency Communications	(\$259.19)
7/25/2024	156676	Bill Payment	City of Cocoa Beach	(\$21,085.44)
7/26/2024	156677	Bill Payment	Aflac Group	(\$1,101.08)
7/25/2024	156678	Bill Payment	Marie's Coffee Service	(\$409.02)
7/26/2024	156679	Bill Payment	Anderson Rentals Inc	(\$394.25)
7/25/2024	156680	Bill Payment	Johnstone Supply	(\$2,088.30)
7/25/2024	156681	Bill Payment	Gray Robinson PA	(\$7,333.33)
7/26/2024	156682	Bill Payment	Howard , Robert	(\$280.00)
7/26/2024	156683	Bill Payment	Reynolds, Michael E	(\$732.00)
7/26/2024	156684	Bill Payment	Posey, Kevin	(\$279.50)
7/26/2024	156685	Bill Payment	Anderson , Michael P	(\$160.00)
7/26/2024	156686	Bill Payment	Butler, Phillip L	(\$320.00)
7/25/2024	156687	Bill Payment	Fastenal	(\$70.80)
7/25/2024	156688	Bill Payment	Grainger Industrial Supply	(\$680.00)
7/25/2024	156689	Bill Payment	GO Signs	(\$610.00)
7/25/2024	156690	Bill Payment	Ace Hardware of Cape Canaveral	(\$1,086.91)
7/25/2024	156691	Bill Payment	Schindler Elevator Corporation	(\$1,150.60)
7/26/2024	156692	Bill Payment	State of FLA Dept of Mgmt Svcs	(\$15.00)
7/25/2024	156693	Bill Payment	Flags Unlimited Inc	(\$2,481.70)
7/25/2024	156694	Bill Payment	Southern Lock & Supply	(\$3,285.04)
7/26/2024	156695	Bill Payment	United Parcel Service	(\$40.36)
7/25/2024	156696	Bill Payment	ADP LLC	(\$7,037.39)
7/26/2024	156697	Bill Payment	Ivey's Construction Inc	(\$2,509,829.80)
7/25/2024	156698	Bill Payment	Uline Inc	(\$3,530.80)
7/25/2024	156699	Bill Payment	American Guard Services Inc	(\$4,660.62)
7/26/2024	156700	Bill Payment	FedEx	(\$24.59)
7/25/2024	156701	Bill Payment	The Vernon Company	(\$1,421.93)
7/25/2024	156702	Bill Payment	Brevard County Sheriffs Office	(\$35,930.00)
7/25/2024	156703	Bill Payment	DynaFire LLC	(\$2,054.68)
7/26/2024	156704	Bill Payment	Land & Sea Surveying Concepts Inc	(\$10,185.00)
7/25/2024	156705	Bill Payment	Glover Oil Co Inc	(\$1,344.39)
7/25/2024	156706	Bill Payment	Amerigas	(\$711.73)
7/26/2024	156707	Bill Payment	Florida Power & Light Co	(\$235,225.78)
7/25/2024	156708	Bill Payment	UniFirst Corporation	(\$611.70)
7/26/2024	156709	Bill Payment	AtkinsRealis USA Inc	(\$3,584.95)
7/25/2024	156710	Bill Payment	Sims Crane & Equipment Co Inc	(\$2,563.60)
7/25/2024	156711	Bill Payment	Trane U.S. Inc	(\$5,039.60)
7/26/2024	156712	Bill Payment	Florida Department of Health	(\$675.00)
7/26/2024	156713	Bill Payment	Canaveral Construction Co Inc	(\$107,200.75)
7/26/2024	156714	Bill Payment	Lum, Ken	(\$31.77)
7/26/2024	156715	Bill Payment	Jendroch, Albert	(\$48.00)
7/25/2024	156716	Bill Payment	Raybro Electric Supplies	(\$271.45)

7/25/2024	156717	Bill Payment	SKYHELM LLC	(\$13,722.68)
7/26/2024	156718	Bill Payment	RUSH Marine LLC	(\$18,067.38)
7/25/2024	156719	Bill Payment	D&A Building Services Inc	(\$21,464.28)
7/25/2024	156720	Bill Payment	Florida Mulch Inc	(\$5,090.00)
7/25/2024	156721	Bill Payment	Amazon Business	(\$581.72)
7/25/2024	156722	Bill Payment	FCN Inc	(\$39,447.62)
7/25/2024	156723	Bill Payment	Brevard Achievement Center Enterprises LLC	(\$246,724.98)
7/26/2024	156724	Bill Payment	Rockledge Winsupply Inc	(\$1,504.71)
7/26/2024	156725	Bill Payment	Murphy, Noah	(\$360.00)
7/26/2024	156726	Bill Payment	James Taylor Lewis , Zachari	(\$260.00)
7/25/2024	156727	Bill Payment	Sun Bum LLC	(\$499.20)
7/25/2024	156728	Bill Payment	Interbay Coatings Inc	(\$4,133.74)
7/26/2024	156729	Bill Payment	Connell, Christopher	(\$279.50)
7/25/2024	156730	Bill Payment	Luxiny Products LLC	(\$1,309.00)
7/26/2024	156731	Bill Payment	Enos , Sarah	(\$160.00)
7/25/2024	156732	Bill Payment	Orlando Family Magazine	(\$2,250.00)
7/25/2024	156733	Bill Payment	Sanro Holdings LLC	(\$500.00)
7/26/2024	156734	Bill Payment	Cope, Greg	(\$380.00)
7/25/2024	156735	Bill Payment	Carin's Handcrafted Ice Cream	(\$780.00)
7/25/2024	156736	Bill Payment	Van Dyke , William	(\$494.99)
7/26/2024	156737	Bill Payment	Anderson, James A	(\$129.00)
7/25/2024	156738	Bill Payment	Amazing Grace Carrier	(\$500.00)
7/25/2024	156739	Bill Payment	Luxe Connections LLC	(\$409.87)
7/25/2024	156740	Bill Payment	Cocoa Ford	(\$2,343.65)
7/25/2024	156741	Bill Payment	PPG Architectural Finishes Inc	(\$620.25)
7/26/2024	156742	Bill Payment	Diaz, Mario	(\$125.25)
7/25/2024	156743	Bill Payment	Elhady, Deia	(\$179.52)
7/25/2024	156744	Bill Payment	Kelly Ford Inc	(\$4,691.33)
7/25/2024	156745	Bill Payment	Backyard Axe and Games LLC	(\$2,100.00)
7/31/2024	156750	Bill Payment	Fahlo	(\$805.50)
7/30/2024	WT#2024073001	Bill Payment	Arthur J Gallagher Risk Management Services LLC	(\$537.32)
7/31/2024	ACH#224212017	Bill Payment	Windcave Inc	(\$2,316.09)
7/1/2024	WT#2024070101	Bill Payment	ADELTE Ports & Maritime S L U	(\$35,675.00)
7/1/2024	ACH#224180009	Bill Payment	Windcave Inc	(\$1,517.84)
7/2/2024	WT#2024070202	Bill Payment	Arthur J Gallagher Risk Management Services LLC	(\$4,751,626.29)
7/15/2024	ACH#224198003	Bill Payment	SunTrust Bank	(\$25,270.43)
7/16/2024	WT#2024071601	Bill Payment	FMT Sweden AB	(\$50,409.00)
7/19/2024	WT#2024071902	Bill Payment	Arthur J Gallagher Risk Management Services LLC	(\$139,927.00)
7/19/2024	WT#2024071902	Bill Payment	FMT Sweden AB	(\$243,000.00)
7/19/2024	WT#2024071902	Bill Payment	Orion Marine Construction Inc	(\$969,943.98)
7/22/2024	ACH#224204019	Bill Payment	CIGNA Health and Life Insurance	(\$390,598.49)
7/24/2024	ACH#224250150	Bill Payment	The Lincoln National Life Insurance Co	(\$23,734.05)
7/26/2024	WT#2024072602	Bill Payment	Liebherr USA Co	(\$20,035.45)
7/29/2024	WT#2024072602	Bill Payment	ADELTE Ports & Maritime S L U	(\$32,800.00)
7/29/2024	ACH#224208011	Bill Payment	Colonial Life & Accident Insurance	(\$44.00)
7/15/2024	JE-15328	Journal	Void Check# 156487	\$10,216.30
7/15/2024	JE-15329	Journal	Void Check# 156380	\$515.64
7/15/2024	JE-15337	Journal	Void Check# 156509	\$450.00
7/16/2024	JE-15354	Journal	Void Check# 156379	\$193.50
7/17/2024	JE-15361	Journal	Void Check# 153811	\$3,600.00
7/17/2024	JE-15364	Journal	Void Check# 156434	\$5,626.99
7/17/2024	JE-15360	Journal	Void Check# 156519	\$1,528.90
7/17/2024	JE-15365	Journal	Void Check# 156402	\$3,668.47
7/17/2024	JE-15363	Journal	Void Check# 156506	\$82,008.30
7/22/2024	JE-15389	Journal	Void Check# 155386	\$9,268.95
7/22/2024	JE-15388	Journal	Void Check# 153732	\$4.01
7/22/2024	JE-15387	Journal	Void Check# 156548	\$515.64
7/22/2024	JE-15389	Journal	Void Check# 155386	\$217.51
Total				(\$14,005,223.16)

**Balanced to the GL & AP Register
Crystal Leffler 08/02/2024**

08.01.2024

**PAYROLL ACCOUNT
JULY 2024**

07.12.2024	Net Payroll (AXW WK - 28)	\$	606,898.42
	FICA & Federal Taxes	\$	213,003.80
	Third Party Payments made by ADP	\$	2,746.15
07.26.2024	Net Payroll (AXW WK - 30)	\$	563,071.33
	FICA & Federal Taxes	\$	196,971.12
	Third Party Payments made by ADP	\$	2,205.46
	TOTAL:	\$	<u>1,584,896.28</u>

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for June/July 2024 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_DISPOSALS_08.21.24.pdf](#)

[REPORTS_FIN_LEGAL BILLS_08.21.24_Public.pdf](#)

[REPORTS_FIN_COMMISSIONER MINOR EXPENSES_08.21.2024_Public.pdf](#)

Item Description	FAM Asset ID	Make	Model	Serial Number	Remaining Book Balance	Reason	Requested By	Disposal Method
Lift, Vehicle	FAM001740	Forward 10,000lb 2 Post	DP10S2HR	108C025951	\$ -	Obsolete	ASI	Trash
CT1 Terminal Flooring	FAM000171				\$ -	Obsolete	K.Stanley	Auction
Van IT-1012	FAM002082	Ford	Transit Van	NM0LS6AN1CT079375	\$ -	Obsolete	Brian Carroll	Auction
LRP Camera	FAM003826	Vigilant	VSP-24-975	24975-80792	\$ -	Obsolete	Mark Lorusso	Recycle
LRP Camera	FAM003823	Vigilant	VSP-24-976	24975-80814	\$ -	Obsolete	Mark Lorusso	Recycle
Credit Card Machine	FAM004461	DataPark	DP5800/5900		\$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Credit Card Machine	FAM004462	DataPark	DP5800/5900		\$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
TOTAL					\$ -			



**Canaveral Port Authority
Summary of Legal Bills for approval
Commission Meeting 08/21/2024**

Invoice#	Firm	Amount
June 1 - July 30, 2024	Stromire, Bistline, & Minicler	\$ 5,250.00
126727	Wright, Fulford, Moorhead, & Brown, P.A.	\$ 3,671.40
126989	Wright, Fulford, Moorhead, & Brown, P.A.	\$ 933.68
Total		\$ <u>9,855.08</u>



MEMORANDUM

TO: John Murray
Chief Executive Officer

FROM: Pat Poston
Senior Director, Finance

DATE: 8/14/2024

SUBJECT: Commissioner Minor Expenses

Commissioner Minor expenses submitted are as follows for
Commission meeting to be held on August 21, 2024

Commissioner Allender	\$	-
Commissioner VanVolkenburgh	\$	-
Commissioner Justice	\$	-
Commissioner Loyd	\$	-
Commissioner Markey	\$	-
Total Monthly Minor Expense	\$	-

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Engineering
Request Action:	August 2024 Capital Project Update
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[August 2024 Capital Project Update.pdf](#)

PROJECT: Northside Garages Design/Build Project

DESCRIPTION: This project will design and erect two garages located on the Northside of the Port; one garage will be located at CT6, and one garage will be located at CT10.

PROJECT STATUS:

The pre-cast erection at CT6W was completed on July 8th. Elevator installation is nearly complete. Above ground electrical and plumbing rough-in, caulking of joints, painting and fire standpipe installation continues. In preparation for asphalt in August, the subbase and base are complete.

Pre-cast erection at CT10E was completed on July 24th. Elevator installation is proceeding. The DB continues with underground and above ground electrical and plumbing rough-in, caulking of joints, painting, and fire standpipe installation are ongoing.

The standby generators for both garages were placed on July 30th.

The shop drawing for Canopies A, B, C and D are in progress and canopy E shop drawings are approved with steel being fabricated.

PROJECT: 1135-23058	DESIGN/BUILDER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Ivey's/Finrock	Bermello Ajamil & Partners		TOTAL PROJECT BUDGET	\$ 71,765,237
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 67,462,951	\$ 50,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 3,606,435	\$ 645,851		PORT FUNDS	\$ 695,851
AMENDED CONTRACT	\$ 71,069,386	\$ 695,851	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 48,315,228	\$ 381,274			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 26, 2023 - Commission approved issuing a PO for the preliminary concept and scope definition.

May 24, 2023 - Commission approved issuing a change order to complete the DCP.

August 23, 2023 - Commission approved Staff to sign the contract and issue a PO for the Design-Build of the project.

March 27, 2024 - Commission approved change order no. 1 for the CT10 canopies, \$3,606,435.

PHOTOS





CAPITAL PROJECTS UPDATE

August 2024

PROJECT: CT10 Improvements

DESCRIPTION: The project includes the repainting of the interior and exterior of the terminal, the roof replacement of all sections of roof which were not replaced in 2016 (including the main barrel roof), and the replacement of the main canopy fabric along the southern face of the terminal.

PROJECT STATUS:

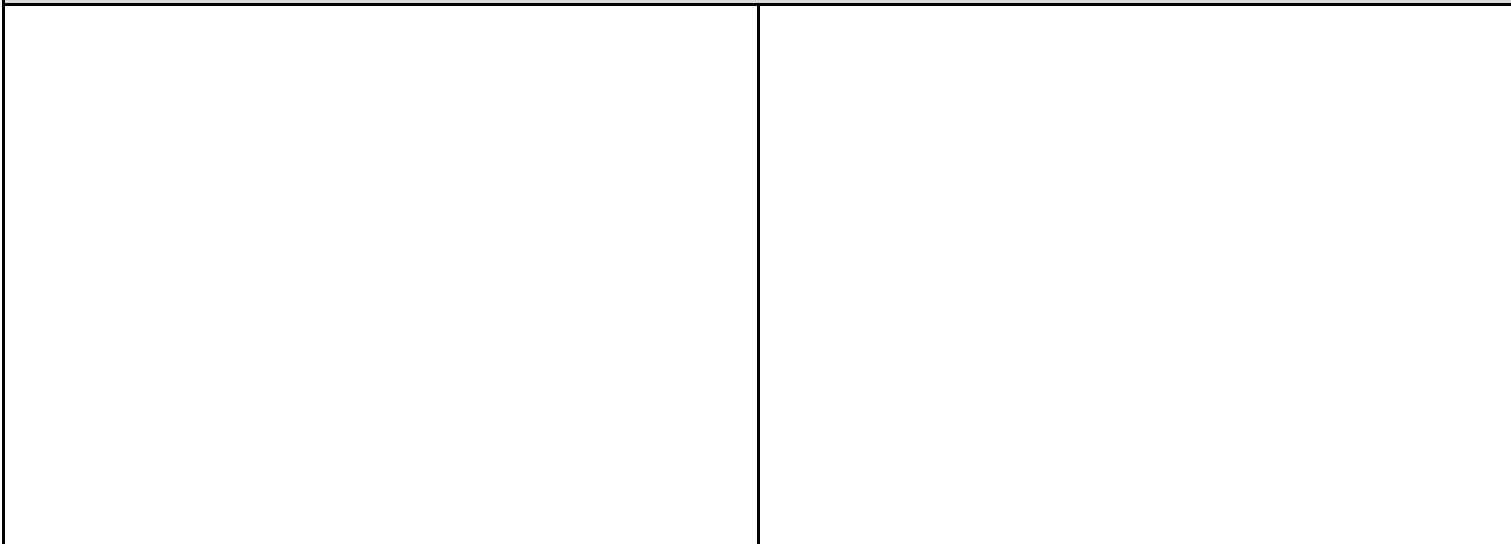
PCL Construction has begun the mobilization to the project site to begin the early works package scope of work. The contractor is currently working through the submission of the roofing material for review and approval by the Architect/Engineer. The new paint colors for the interior and exterior of the terminal have been coordinated with Port Staff.

PROJECT: 2042-24034	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	PCL	TBD	TOTAL PROJECT BUDGET	
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 396,642.00	\$ 40,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -	\$ 6,672,203		PORT FUNDS	\$ -
AMENDED CONTRACT	\$ -	\$ 6,712,203		PENDING ITEMS	
PAID TO DATE	\$ 51,368	\$ 10,000			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 24, 2024 - Commission approved issuing purchase order to BEA and PCL for the CT10 Improvements.
June 26, 2024 - Commission approved change order #9 for the early work package for roofing and interior/exterior painting.

PHOTOS



PROJECT: Cruise Terminal 8 Elevator/Escalator Upgrades

DESCRIPTION: The installation of two new elevators at the garage and installation of a new escalator near the terminal. Project includes structural modifications and new expansion joints at each level in the garage.

PROJECT STATUS:

The contractor started the demolition of elevator 3 and 4 of the Parking Garage. Elevator install is scheduled for the end of the year. The exterior escalator will be demolished by mid-September since the new escalator is expected to be onsite in October.

PROJECT: 1640-23067	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	IMS	TBD	TOTAL PROJECT BUDGET	\$ 2,434,931
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 141,931.00	\$ 2,293,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 2,434,931
AMENDED CONTRACT	\$ 141,931	\$ 2,293,000		PENDING ITEMS	
PAID TO DATE	\$ 116,998	\$ 708,484			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

June 28, 2023 - Commission approved purchase order to BEA for the CT8 Elevator/Escalator design.

February 28, 2024 - Commission approved award to IMS Contracting, Inc., for the installation of the CT8 Elevators/Escalator

PHOTOS



PROJECT: Modular Mobile Passenger Boarding Bridge (PBB)

DESCRIPTION: Design, fabrication, installation, testing, training and commissioning of one modular mobile adjustable PBB that will be used to replace an existing PBB that is taken out of service for maintenance or repair at Cruise Terminals 1, 3,5, 6, 8, and 10.

PROJECT STATUS:

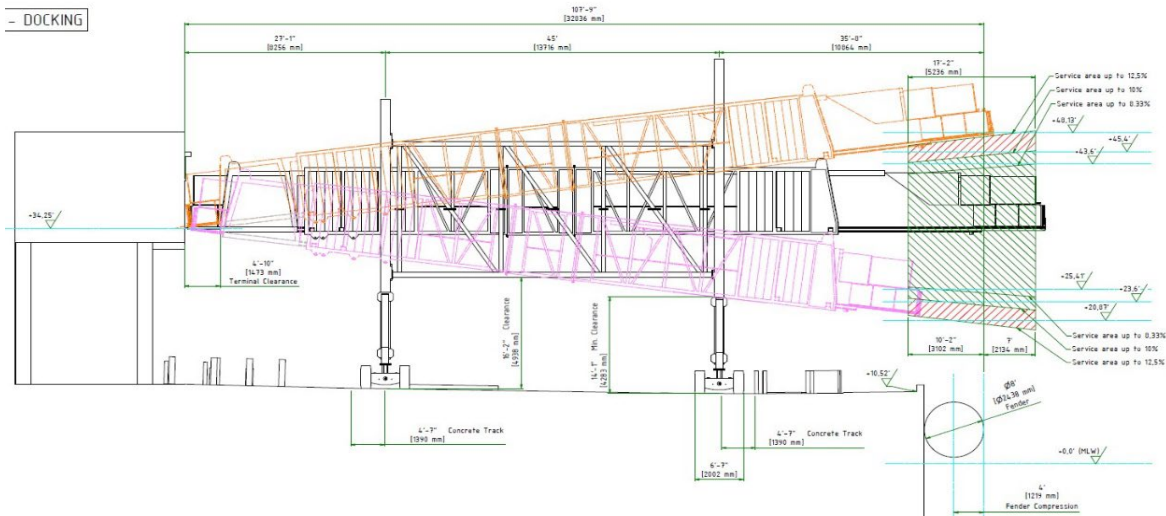
The TKAS project team has completed the initial design phase and the design documents are under review by Port Staff. Production of the MMPBB is scheduled to begin fall 2024.

PROJECT: 2279-24002	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TKAS	TBD	TOTAL PROJECT BUDGET	\$ 2,069,069
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 73,434.00	\$ 1,995,635		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 2,069,069
AMENDED CONTRACT	\$ 73,434	\$ 1,995,635		PENDING ITEMS	
PAID TO DATE	\$ 50,367	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 24, 2024 - Commission approved purchase order to TKAS for fabrication of the Mobile Modular PBB

PHOTOS



PROJECT: Cove Seawall Rehabilitation

DESCRIPTION: Project will provide professional engineering services to develop a set of plans to repair, perform regulatory permitting and support bidding process for the Grill's seawall.

PROJECT STATUS:

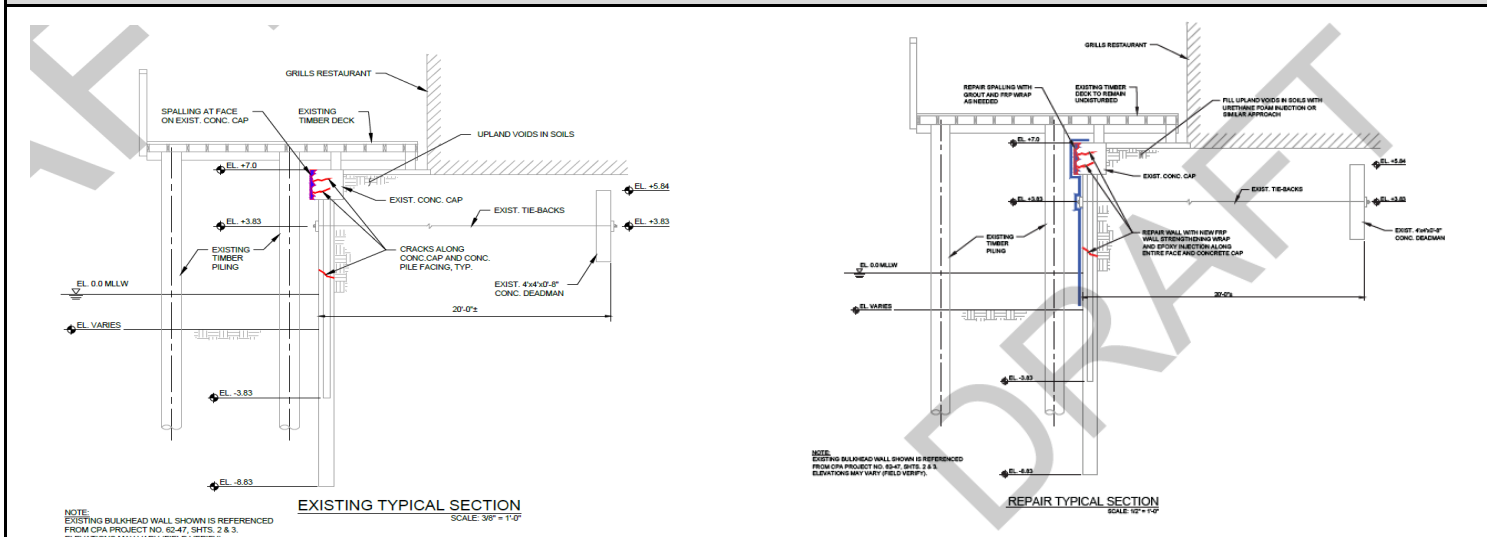
Bid solicitation process started in early July and the staff is recommending award to the lowest bidder during the August Commission meeting.

PROJECT: 1560-23035	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	TBD	N/A	TOTAL PROJECT BUDGET	\$ 109,913
BUDGET	\$ 109,913			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 109,913			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 9,894	\$ -		PORT FUNDS	
AMENDED CONTRACT	\$ 119,807	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 91,882				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

June 28, 2023 - Request for approval of a purchase order NTE \$109,913 to Atkins.

PHOTOS



PROJECT: North Cargo Berth 4

DESCRIPTION: This project is to construct a replacement berth at NCB4 with a deep wall berth to replace the current over water pier. This will allow for increased vessel beam and replace the current sheet pile wall. Total length (including NCB3) is ~1,800 feet with berth dredge depth of -43 MLLW

PROJECT STATUS:
 The pile extraction activity stopped at the beginning of April; 153 out of 218 concrete piles have been removed (~70% removed). This activity will resume in September when the dredge company arrives to the site.

All A-frame concrete caps are completed. Three more concrete pours are pending to complete the bulkhead wall cap. The contractor started concrete pile installation and as of early August, 119 (30%) piles out 393 have been installed. The contractor is also working on the 48" outfall installation at the East end of the project. All directional bores for the electrical and fiber connection are complete; pending final connection by FPL.

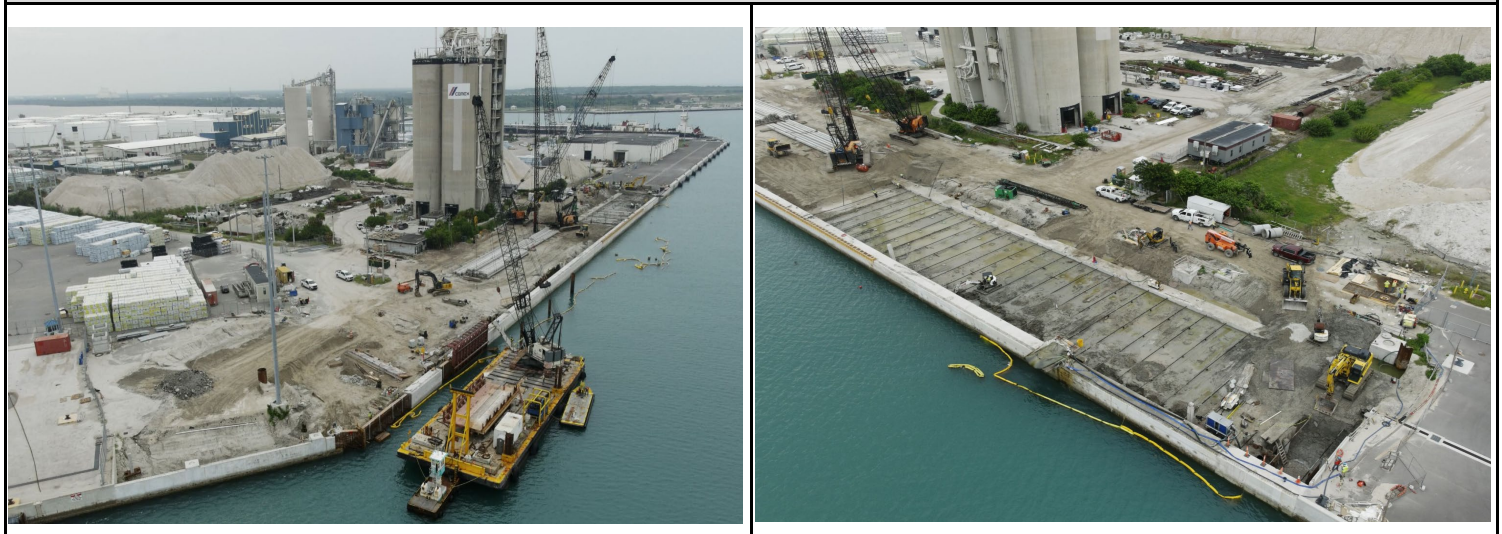
The pile production rate has been below the schedule provided by the contractor and is pushing the completion of the relieving slab piles to October 2024.

PROJECT: 2240-15064	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	Orion		TOTAL PROJECT BUDGET	\$ 39,332,648
BUDGET (Proposed)	\$ 616,329	\$ 38,640,717		GRANT PROGRAM	FDOT
ORIGINAL CONTRACT	\$ 616,329	\$ 38,640,717	\$ -	GRANT AMOUNT	\$ 29,499,486
CHANGE ORDERS TO DATE	\$ 488,288	\$ (412,686)		PORT FUNDS	\$ 9,833,162
AMENDED CONTRACT	\$ 1,104,617	\$ 38,228,031	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 920,493	\$ 21,489,444	\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 12, 2021 - Approval of a purchase order for Jacobs for the NCB4 design with a not-to-exceed amount of \$616,330.
April 5, 2023 - Approval of a purchase order for Orion for the NCB4 construction with a not-to-exceed amount of \$38,640,717.
April 26, 2023 - Approval of a purchase order for Jacobs for the NCB4 CA Services with a not-to-exceed amount of \$488,288.00
September 20, 2023 - Approval of change order no. 1 to deduct builders risk premium, (\$272,759.00).

PHOTOS



PROJECT: Mobile Harbor Crane

DESCRIPTION: Purchase of a 2nd LHM 600 Evo6 Diesel-Hydraulic Mobile Harbor Crane

PROJECT STATUS:

Liebherr is scheduled to begin production on the new crane late 2024.

PROJECT: 2287-24084	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Liebherr	Paul Bridges & Assoc.	TOTAL PROJECT BUDGET	\$ 15,902,436
BUDGET (Proposed)		\$ 6,000,000	\$ 17,200	GRANT PROGRAM	FDOT
ORIGINAL CONTRACT		\$ 7,420,462	\$ 17,200	GRANT AMOUNT	\$ 2,800,000
CHANGE ORDERS TO DATE		\$ 8,205,249	\$ 259,525	PORT FUNDS	\$ 13,102,436
AMENDED CONTRACT		\$ 15,625,711	\$ 276,725	PENDING ITEMS	
PAID TO DATE		\$ 12,466,036	\$ 175,700		
SUBSTANTIAL COMPLETION DATE					

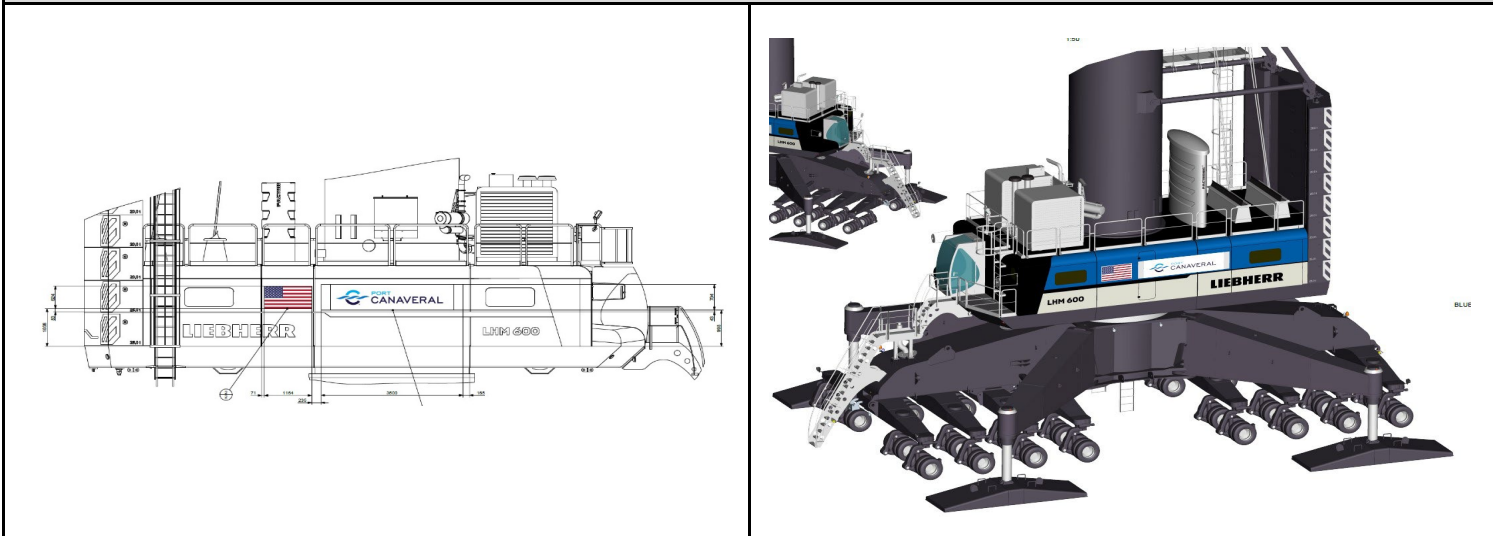
COMMISSION ACTION(S)

August 17, 2022 - Approval of staff recommendation for the Owner's Engineer and permission to negotiate and sign the contract by the CEO.

April 26, 2023 - Approval of change order #1 in the amount of \$53,500 to upgrade the exterior paint system.

March 2, 2024 - Commission approved purchase of a second MHC, \$8,169,249.20.

PHOTOS





CAPITAL PROJECTS UPDATE

August 2024

PROJECT: NCB8, NCP1 & 2 Dredging Design & Permitting

DESCRIPTION: Design, permitting, bid support, and construction administration services for the marine dredging at NCB8 and NCP1 & 2

PROJECT STATUS:

Bid solicitation process started in early July and the staff is recommending award to the lowest bidder during the August Commission meeting. The maintenance dredging in the pending areas from last year's dredge project which are the remaining areas of the west turning basin, cruise terminals 1, 3, 5, NCB 5, 6 and 7, will be solicited with the NCPA1/2 & NCB8 project but will be tracked as a separate project.

PROJECT: 1560-23046	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Eng.	TBD		TOTAL PROJECT BUDGET	\$ 1,047,929
BUDGET (Proposed)				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 1,047,929			GRANT AMOUNT	
CHANGE ORDERS TO DATE		\$ -		PORT FUNDS	\$ 1,047,929
AMENDED CONTRACT	\$ 1,047,929	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 562,503		\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 25, 2023 - Commission authorized Staff to negotiate cost proposal for the NCB8, NCP1/2 Design, Permitting, Bidding, & CA Services.
March 1, 2023 - Commission approved issuing Jacobs Engineering Group PO for \$1,047,929.

PHOTOS

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PROJECT: SR401/Payne Way Roadway and Intersection Improvements

DESCRIPTION: Project to add full signalization at the State Road 401 and Payne Way intersection. The new signal at this intersection will improve the safety and traffic flow of cargo traffic through the north cargo areas.

PROJECT STATUS:

Ivey's Construction has completed the civil improvements related to the installation of a new southbound lane along Payne Way. The contractor is currently awaiting the delivery of the traffic mast arms, signals and associated equipment. The traffic equipment is planned to be onsite by the end of August.

PROJECT: 1100-17053	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	Ivey's Construction	N/A	TOTAL PROJECT BUDGET	\$ 1,398,587
BUDGET	\$ 98,525			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 98,525	\$ 1,210,941		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 89,121	\$ -		PORT FUNDS	\$ 187,646
AMENDED CONTRACT	\$ 187,646	\$ 1,210,941	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 171,340	\$ 400,534			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

- October 18, 2018** - purchase order P-123056 for \$98,525.00 approved by CEO.
- December 7, 2022** - increase of \$89,121 to purchase order P-123056 approved by Commissioners on December 7, 2022.
- December 6, 2023** - Commission approved award of the construction phase to Ivey's Construction, Inc.

PHOTOS



PROJECT: Jetty Park Camp Store

DESCRIPTION: The existing camp store located at Jetty Park offers operational and spatial limitation for the recreation staff and Jetty Park customers. The new camp store will provide additional lounge space for campers as well as a larger camp store for both day users and campers. The new camp store will be designed to accommodate the recreation staff members with additional office and storage spaces.

PROJECT STATUS:

The Jetty Park Camp Store contractor has completed the installation of the roof trusses and initial waterproofing layer while the metal roof is planned to be completed by the end of August. The interior mechanical, electrical, and plumbing rough-in work is ongoing. The existing RV dump station has been demolished and the new RV dump station is active.

PROJECT: 1530-19094	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CEG/MelD	Boulevard Contractors		TOTAL PROJECT BUDGET	\$ 2,744,014
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 115,025	\$ 2,628,989		GRANT AMOUNT	
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 2,744,014
AMENDED CONTRACT	\$ 115,025			PENDING ITEMS	
PAID TO DATE	\$ 102,567	\$ 559,258			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 6, 2023 - Commission approved award of the Jetty Park Camp Store to Boulevard Contractors Corp.

PHOTOS



PROJECT: George King Blvd and Flounder Intersection Improvements Design

DESCRIPTION: This project will provide a design that incorporates the increase in passenger parking associated with the cruise parking lot upgrades, evaluate potentially widening George King Boulevard, adding or modifying the existing signalization, and pedestrian crosswalks. A solicitation for competitive bids will follow the completion of the design documents.

PROJECT STATUS:

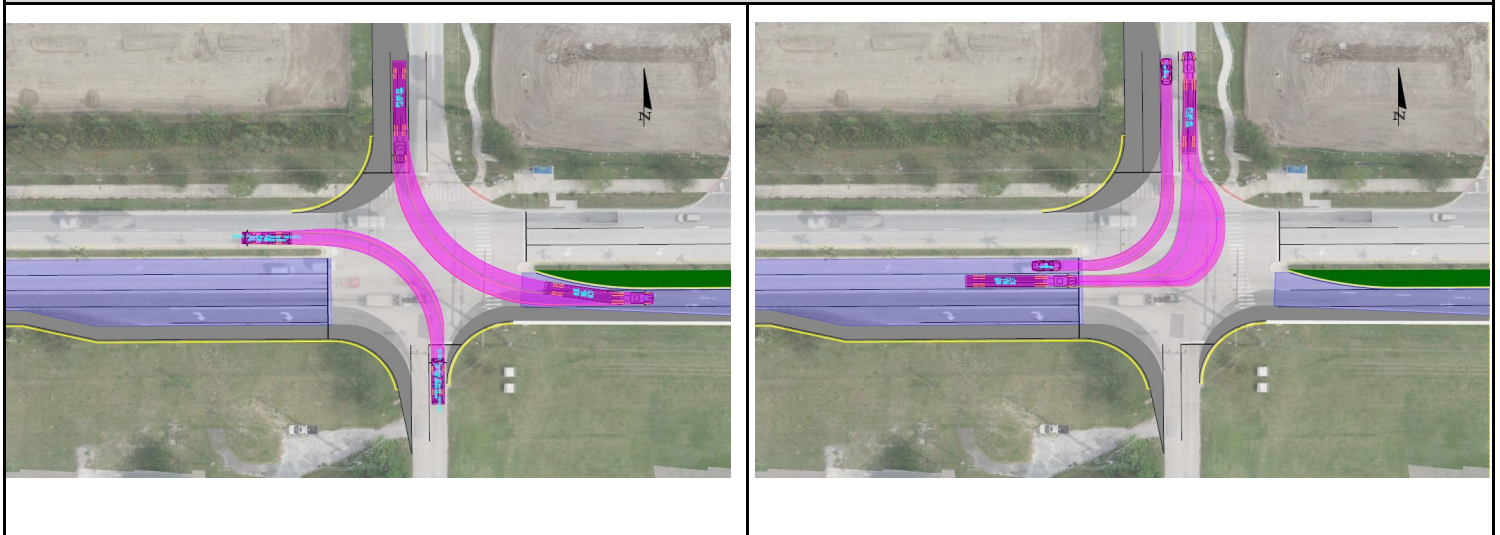
The bid solicitation started in early July and one bid was received; the proposal will be presented for award at the August commission meeting.

PROJECT: 1100-23025	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	RS&H	TBD		TOTAL PROJECT BUDGET	\$ 292,890
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 292,890			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 292,890
AMENDED CONTRACT	\$ 292,890	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 237,050	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

May 24, 2023 - Commission approved issuance of PO for design of GKB and Flounder Intersection Improvements.

PHOTOS



Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.A
Department:	Engineering
Request Action:	Consideration of approving Change Order #1 to RUSH Marine, Inc., for the CMAC Installation Project. Decrease PO P-131075 by (\$90,860.38) for Owner Director Purchases and unused GMP funds, new project value is \$361,347.62. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The project has been completed and this change order deducts the ODP and returns the unused GMP funds.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of (\$90,860.38) is included in the FY24 Capital Budget. The savings of \$14,222 in unused GMP funds will be added to the contingency line item for use on other projects, if needed. Project 1590 - Utilities

Attachments:

[23-020 CMAC Close Out CO#1.pdf](#)



CANAVERAL PORT AUTHORITY
CMAC Installation
RUSH Marine, LLC, PN 23-020
CHANGE ORDER # 1

Contract Total To Date **FROM:** \$452,208.00
JL : 1590-23066-19201, PO P-131075

Item 1 Deduct unused GMP Funds **DECREASE:** (\$14,222.00)

Item 2 Deduct ODP **DECREASE:** (\$76,638.38)

NEW CONTRACT TOTAL: \$361,347.62

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 21th day of August, 2024.

Inclusion of the Change Order # 1

William E. Crowe, P.E., MScM, PPM, Vice President, Engineering, Construction and Facilities

CANAVERAL PORT AUTHORITY

RUSH Marine, LLC, PN 23-020

BY: _____
Micah Loyd, Chairman

BY: Anthony Landry
Title: Anthony LANDRY / PRESIDENT

Attest: _____
Jerry Allender
Secretary/Treasurer

Attest: Shane McCreehy
Title: Shane McCreehy, PM



CANAVERAL PORT AUTHORITY
CMAC Installation
RUSH Marine, LLC, PN 23-020
CHANGE ORDER # 1

Vendor Name	PO#	Materials	Freight	Sales Taxes (Including Co. Surtax)
Whipps	P132228	69,423.00	3,000.00	4,215.38
<hr/>				
	TOTALS:	69,423.00	3,000.00	4,215.38
			COMPLETE TOTAL:	76,638.38

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.B
Department:	Engineering
Request Action:	Consideration of approving Change Order #1 to RUSH Marine, Inc., for the Ship-to-Shore Pre-Con Project. Decrease PO P-132846 by (\$128,604.01) for unused GMP funds, new project value is \$70,118.49. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The project has been completed and this change order returns the unused GMP funds.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This item is a non-operating expense. While not originally budgeted, this cost was covered from the savings in other cost line items. No change will be required of the FY24 Operating Budget.

Attachments:

[23-048 STS Pre-Con CO #1.pdf](#)



**CANAVERAL PORT AUTHORITY
Ship-to-Shore Pre-Con Services
RUSH Marine, LLC, PN 23-048
CHANGE ORDER # 1**

Contract Total To Date **FROM:** \$198,722.50
JL : Disposal of Capital Asset 71510, PO P-132846

Item 1 Deduct unused GMP Funds **DECREASE:** (\$128,604.01)

NEW CONTRACT TOTAL: \$70,118.49

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 21st day of August, 2024.

Inclusion of the Change Order # 1

William E. Crowe, P.E., MScM, PPM, Vice President, Engineering, Construction and Facilities

CANAVERAL PORT AUTHORITY

RUSH Marine, LLC, PN 23-048

BY: _____
Micah Loyd, Chairman

BY: Anthony Loyd
Title: PRESIDENT

Attest: _____
Jerry Allender
Secretary/Treasurer

Attest: Syame Odilio
Title: Executive Assistant

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.C
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to RUSH Marine, LLC, and execute the contract for ITB-24-3 Cove Seawall Rehabilitation, with a not-to-exceed amount of \$2,723,295.00. (Veronica Narvaez-Lugo/Bill Crowe)
<p>Summary Explanation & Background: CPA worked with Jacobs Engineering to perform a dive inspection of the Cove bulkhead wall by Grills at the end of 2022. The dive inspection report noted the Cove bulkhead wall at an overall rating of serious condition, including defects and structural cracks, 44% of the concrete sheet pile has horizontal cracking, and a location on the eastern end of the bulkhead was found to have the bottom of the concrete sheet pile undermined. In addition, the concrete cap for the Cove bulkhead wall was rated as poor condition.</p> <p>In June 2023, CPA staff received Commission approval to engage AtkinsRealis to develop a design to solve the issues in the 2022 Dive Inspection Report. AtkinsRealis has completed the design, and the CPA issued the solicitation for bids.</p> <p>CPA solicited proposals for the ITB-24-3, Cove Seawall Rehabilitation, on July 8, 2024. Proposals were due on August 15, 2024, and one proposal was received. CPA Staff is requesting approval to issue a purchase order and to authorize Port Director/CEO to execute the contract.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$2,723,295 is included in the FY24 and FY25 Capital Budgets. This project will span 2 fiscal years. There is no need for change. Project 1560 - Improvements to Piers, Buildings & Structures

Attachments:

[ITB-24-3 Bid Tabulation.pdf](#)

[ITB-24-3 Solicitation Summary.pdf](#)

**CANAVERAL PORT AUTHORITY
BID TABULATION SHEET**

**JOB NAME: I ITB-24-3
Cove Seawall Rehabilitation**

**BID DUE DATE/TIME: August 15, 2024
10:00 AM**

Contractor	Base Bid Item 1 Lump Sum for All Work	Base Bid Item 2 Allowance	Sum of Base Bid Items 1 & 2 BASIS FOR AWARD
RUSH Marine LLC	\$ 2,523,295.00	200,000.00	\$ 2,723,295.00
		200,000.00	\$ 200,000.00
		200,000.00	\$ 200,000.00
		200,000.00	\$ 200,000.00
		200,000.00	\$ 200,000.00
		200,000.00	\$ 200,000.00
		200,000.00	\$ 200,000.00

THIS BID TAB WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY AT ITS REGULARLY SCHEDULED MEETING ON August 21, 2024 FOR A DECISION REGARDING AWARD.

POSTED : DATE August 15th, 2024

BY: Kaleigh Stanley, Senior Purchasing Specialist

THIS IS NOTICE OF THE DECISION OF THE CANAVERAL PORT AUTHORITY TO AWARD THE CONTRACT TO: _____

POSTED: DATE _____

BY: _____

**CANVERAL PORT AUTHORITY
SOLICITATION SUMMARY**

Solicitation Number & Name:

ITB-24-3 Cove Seawall Rehabilitation

Advertising:

Florida Today newspaper, Brevard edition: July 8th, 2024

Posted to Website (<http://www.portcanaveral.com/Business/Current-Solicitations>):

July 11, 2024

Posted to VendorLink.com (CPA bidding portal):

July 11, 2024

Vendors Notified Via VendorLink of Solicitation Release

1,961

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

64

Bids/Proposals Received:

1

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.D
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to Ivey’s Construction, Inc. and execute the contract for ITB-24-4 GKB and Flounder Intersection Improvements, with a not-to-exceed amount of \$2,827,986.70. (Verónica Narváez-Lugo/Bill Crowe)
<p>Summary Explanation & Background: Port Canaveral continues to see a significant increase in the total volume of cruise passengers which also increases the vehicular and pedestrian traffic on George King Boulevard and Flounder Street. With the increase in vehicles and passengers, the intersection at George King Boulevard and Flounder was redesigned to ensure safe and efficient turning movements both on and off George King Boulevard.</p> <p>CPA solicited proposals for the ITB-24-4, GKB-Flounder Intersection Improvements, on July 8, 2024. Proposals were due on August 8, 2024, and one proposal was received. CPA Staff is requesting approval to issue a purchase order and authorize Port Director/CEO to execute the contract.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$2,827,987 is included in the FY24 Capital Budget. No change is required. Project 1100 - Road Improvements

Attachments:

[ITB-24-4 Bid Tabulation.pdf](#)

[ITB-24-4 Solicitation Summary.pdf](#)

**CANAVERAL PORT AUTHORITY
BID TABULATION SHEET**

BID #/NAME: ITB-24-4
George King Boulevard & Flounder Intersection Improvements

BID DUE DATE/TIME: August 8, 2024
2:00 PM

Contractor	Base Bid Item 1 - Lump Sum For: All work shown on drawings entitled GEORGE KING BLVD & FLOUNDER INTERSECTION TRAFFIC SIGNALS	Base Bid Item 2 - Lump Sum For: All work shown on drawings entitled GEORGE KING BLVD & FLOUNDER INTERSECTION IMPROVEMENTS	Allowances as defined and identified in Section 01 21 16	Sum of Base Bid Item 1, Base Bid Item 2, and Allowance
Ivey's Construction Inc - Merritt Island, FL	848,884.95	1,679,101.75	300,000.00	\$2,827,986.70
			300,000.00	\$300,000.00
			300,000.00	\$300,000.00
			300,000.00	\$300,000.00
			300,000.00	\$300,000.00
			300,000.00	\$300,000.00
			300,000.00	\$300,000.00

THIS BID TAB WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY AT ITS REGULARLY SCHEDULED MEETING ON August 21, 2024 FOR A DECISION REGARDING AWARD.

POSTED : DATE August 8, 2024

BY: Karen Pappas, Director Procurement

THIS IS NOTICE OF THE DECISION OF THE CANAVERAL PORT AUTHORITY TO AWARD THE CONTRACT TO: _____

POSTED: DATE _____

BY: Karen Pappas, Director Procurement

**CANVERAL PORT AUTHORITY
SOLICITATION SUMMARY**

Solicitation Number & Name:

ITB-24-4 George King Boulevard & Flounder Intersection Improvements

Advertising:

Florida Today newspaper, Brevard edition: July 8, 2024

Posted to Website (<http://www.portcanaveral.com/Business/Current-Solicitations>):

July 12, 2024

Posted to VendorLink.com (CPA bidding portal):

July 17, 2024

Vendors Notified Via VendorLink of Solicitation Release

1,366

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

35

Bids/Proposals Received:

1

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.E
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to The Dutra Group and execute the contract for ITB-24-2 NCB8 and NCP1/2 Deepening and Miscellaneous Maintenance Dredging, with a not-to-exceed amount of \$6,381,250.00. (Verónica Narváez-Lugo/Bill Crowe)
<p>Summary Explanation & Background: The NCB8 and NCP1/2 Deepening and Miscellaneous Maintenance Dredging will allow the Port to enhance the operations by offering deeper cargo facilities. Maintenance dredging will be performed at the west turning basin, CT1, CT3, CT5, NCB5, NCB6 and NCB7.</p> <p>CPA solicited proposals for the ITB-24-2, Cove Seawall Rehabilitation, on July 8, 2024. Proposals were due on August 15, 2024, and one proposal was received. CPA Staff is requesting approval to issue a purchase order and authorize Port Director/CEO to execute the contract.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of \$6,381,250 is included in the FY24 and FY25 Capital Budgets. This project will span 2 fiscal years. There is no need for any change. Project 1340 - Maintenance dredging

Attachments:

[ITB-24-2 Bid Tabulation.pdf](#)

[ITB-24-2 Solicitation Summary.pdf](#)

**CANAVERAL PORT AUTHORITY
BID TABULATION SHEET**

ITB-24-2
NCB8 and NCP 1 & 2 Deepening and Misc. Maintenance

August 15, 2024

BID #/NAME: Dredging

BID DUE DATE/TIME: 11:00AM

Contractor	Base Bid Item 1 Lump Sum for All Mobilization and Demobilization costs for Entire Project	Base Bid Item 2 Lump Sum For: All work to dredge 13,650 cubic yards at NCP 1 & 2 (as indicated on drawing DR-101) and place the spoil in the Off-Shore Disposal Site	Base Bid Item 3 Lump Sum For: All work to dredge 165,350 cubic yards at NCB 8 and the West Turning Basin Approach (as indicated on drawing DR- 102) and place the spoil in the Off-Shore Disposal Site (if selected, Alternate Bid Item 8 replaces Base Bid Item 3)	Base Bid Item 4 Allowance	Sum of Base Bid Items 1, 2, 3, 4 (including Allowance) Basis for Award	Alternative Bid Item 1 Lump Sum For: All work to dredge 2,900 cubic yards at CT1 (as indicated on drawing DR 103) and place the spoil in the Off-Shore Disposal Site	Alternative Bid Item 2 Lump Sum For: All work to dredge 7,300 cubic yards at CT3 (as indicated on drawing DR-104) and place the spoil in the Off-Shore Disposal Site	Alternative Bid Item 3 Lump Sum For: All work to dredge 6,300 cubic yards at CT5 (as indicated on drawing DR-105) and place the spoil in the Off-Shore Disposal Site	Alternative Bid Item 4 Lump Sum For: All work to dredge 13,100 cubic yards at NCB 5 & 6 (as indicated on drawing DR-106) and place the spoil in the Off-Shore Disposal Site	Alternative Bid Item 5 Lump Sum For: All work to dredge 4,400 cubic yards at NCB 7 (as indicated on drawing DR-107) and place the spoil in the Off-Shore Disposal Site	Alternative Bid Item 6 Lump Sum For: All work to dredge 52,500 cubic yards at WTB Turning Circle (as indicated on drawing DR-108) and place the spoil in the Off-Shore Disposal Site	Alternative Bid Item 7 Lump Sum For: All work to complete diver assisted surveys of the dredge area bottoms (all dredging areas), per the requirements specified under specification section 01 11 16, section 1.02 B	Alternative Bid Item 8 Lump Sum For: All work to dredge 265,400 cubic yards at NCB 8 and the West Turning Basin Approach (as indicated on drawing DR-109) and place the spoil in the Off-Shore Disposal Site
The Dutra Group, A California Corporation	\$ 1,575,000.00	\$ 273,000.00	\$ 1,769,245.00	\$ 500,000.00	\$ 4,117,245.00	\$ 42,050.00	\$ 105,850.00	\$ 91,350.00	\$ 189,950.00	\$ 63,800.00	\$ 761,250.00	\$ 125,000.00	\$ 2,654,000.00
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								
				\$ 500,000.00	\$ 500,000.00								

THIS BID TAB WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY AT ITS REGULARLY SCHEDULED MEETING ON August 21st, 2024 FOR A DECISION REGARDING AWARD.

POSTED : DATE August 15th, 2024 BY: Kaleigh Stanley, Senior Purchasing Specialist

THIS IS NOTICE OF THE DECISION OF THE CANAVERAL PORT AUTHORITY TO AWARD THE CONTRACT TO: _____

POSTED: DATE _____ BY: _____

SOLICITATION SUMMARY

Solicitation Number & Name:

ITB-24-2 NCB8 and NCP 1&2 Deepening and Misc. Maintenance Dredging

Advertising:

Florida Today newspaper, Brevard edition: July 8, 2024

Posted to Website (<http://www.portcanaveral.com/Business/Current-Solicitations>):

July 12, 2024

Posted to VendorLink.com (CPA bidding portal):

July 16, 2024

Vendors Notified Via VendorLink of Solicitation Release

537

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

32

Bids/Proposals Received:

1

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.F
Department:	Engineering
Request Action:	Consideration of approving the bills of sale for the CT6 and CT10 new garages (water lines/fire hydrants and appurtenances only), each in the amount of one dollar (\$1.00), for the water lines, fire hydrants, and appurtenances that were installed during the Northside Garage Project to the City of Cocoa, Florida. (Veronica Narvaez-Lugo/Bill Crowe)
Summary Explanation & Background: Canaveral Port Authority water lines are constructed and paid for by CPA and then sold to the City of Cocoa for ongoing maintenance purposes. Staff is requesting approval of the attached bills of sale for the CT6 and CT10 garages water lines to implement the handover of maintenance responsibilities to the City of Cocoa, Utilities.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	No changes required.

Attachments:

[CT6 Parking Garage Bill of Sale City of Cocoa Water Line.pdf](#)

[CT10 Parking Garage Bill of Sale City of Cocoa Water Line.pdf](#)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (“**GRANTOR**”), in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, hereby grants, bargains, sells, transfers, delivers, and conveys to the **CITY OF COCOA, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (“**GRANTEE**”) and its successors and assigns, the following described personal property, assets, and rights:

105 LF 6” PVC, two 6” gate valves, one 4” gate valve, 10 LF 2” copper, one fire hydrant, one water meter assembly, one DCDA assembly, and other appurtenances to service, Cruise Terminal No. 6 West Parking Garage, 9230 Charles Rowland Drive, Cape Canaveral, FL 32920, as more particularly depicted on **Exhibit “A”**, attached hereto and incorporated herein (the “**Equipment**”).

The GRANTOR hereby covenants and warrants that the GRANTOR is the lawful owner of said Equipment; that said Equipment is free and clear of all liens and encumbrances; and that GRANTOR has the right to sell and convey the Equipment and will defend the same against the lawful claims and demands of all persons.

The GRANTEE, by acceptance of this Bill of Sale, acknowledges and agrees that the Equipment is provided “**AS-IS, WHERE IS**”, with all faults, and GRANTOR makes no warranties as to the Equipment’s use, condition, fitness for a particular purpose, or merchantability, express or implied.

“**GRANTOR**”:

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Micah Loyd, Chairman

Witness

Attest: _____
Jerry Allender
Secretary/Treasurer
(Corporate Seal)

Witness

Exhibit "A"

The Equipment

Record Survey dated May 30, 2024

(1 page to follow)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (“**GRANTOR**”), in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, hereby grants, bargains, sells, transfers, delivers, and conveys to the **CITY OF COCOA, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (“**GRANTEE**”) and its successors and assigns, the following described personal property, assets, and rights:

105 LF 8” PVC, one 8” gate valve, one 6” gate valve, 13 LF 2” copper, one fire hydrant, one water meter assembly, one DCDA assembly, and other appurtenances to service, Cruise Terminal No. 10 East Parking Garage, 9004 Charles Rowland Drive, Cape Canaveral, FL 32920, as more particularly depicted on **Exhibit “A”**, attached hereto and incorporated herein (the “**Equipment**”).

The GRANTOR hereby covenants and warrants that the GRANTOR is the lawful owner of said Equipment; that said Equipment is free and clear of all liens and encumbrances; and that GRANTOR has the right to sell and convey the Equipment and will defend the same against the lawful claims and demands of all persons.

The GRANTEE, by acceptance of this Bill of Sale, acknowledges and agrees that the Equipment is provided “**AS-IS, WHERE IS**”, with all faults, and GRANTOR makes no warranties as to the Equipment’s use, condition, fitness for a particular purpose, or merchantability, express or implied.

“**GRANTOR**”:

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Micah Loyd, Chairman

Witness

Attest: _____
Jerry Allender
Secretary/Treasurer
(Corporate Seal)

Witness

Exhibit "A"

The Equipment

Record Survey dated May 30, 2024

(1 page to follow)

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.G
Department:	Engineering
Request Action:	Consideration of approving Florida Department of Environmental Protection (FDEP) Grant Agreement No. 24BE2_A1 for the Port Canaveral Inlet Management Plan Implementation. (Bob Musser)
<p>Summary Explanation & Background: Canaveral Port Authority has been partnering with the Florida Department of Environmental Protection (FDEP), through their Florida Beach Management Funding Assistance Program, to implement the Port Canaveral Inlet Management Plan (IMP) for more than 30 years. This program was established for the purpose of working in concert with local, state and federal governmental entities to achieve the protection, preservation, and restoration of the coastal sandy beach resources of the state. CPA was selected for 2024-25 funding in response to the July 2023 FDEP grant submittal request, in accordance with FDEP’s ranking, to maximize the benefits of efforts to address the federal inlet-caused beach erosion.</p> <p>This new grant, good through 2027, is approved for \$243,000 in state FDEP funding that is matched by the CPA for design and permitting, construction, and monitoring activities associated with the Port’s IMP. The State cost-share agreement provides the terms and conditions of state financial assistance for Inlet Management Plan implementation activities.</p> <p>In addition, we currently have three IMP grant agreements with FDEP. Agreement No. 20BE1_A1 totals \$114,000 with \$73,000 state match and still has \$50,000 cost-shared funding (50%) remaining for monitoring; it was extended and expires March 31, 2025. Agreement 21BE1_A1 totals \$91,000 with a 50/50 cost share and covers project required monitoring; it was also extended and expires June 30, 2026. The original 24BE2 grant was requested for a larger amount of funding but FDEP asked us to move the majority of the request to the 2024/25 grant submittal; it is good through September 20, 2026, and approved for \$40,000 at a 50/50 FDEP-CPA match (\$20,000 each). Between the various grants we should have enough cost-match FDEP grant funds through summer 2027 for continued IMP implementation and for the U.S. Army Corps of Engineers planned 2024/25 Sand Bypass VI project. We did not submit a grant application for FY2025/26, but expect to submit for FY 2026/27 next July.</p> <p>The new agreement has been reviewed and found acceptable by the CPA staff attorney.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No

Financial Review:	This is an operational item and is included in both the FY24 and proposed FY25 Operating Budgets. There are no changes required.
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Attachments:

[24BE2_A1 Port Canaveral Inlet Management Plan Implementation.pdf](#)

**AMENDMENT NO. 1
TO AGREEMENT NO. 24BE2
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CANAVERAL PORT AUTHORITY**

This Amendment to Agreement No. 24BE2 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Port Canaveral Inlet Management Plan Implementation effective March 8, 2024; and

WHEREAS, the Grantee was awarded additional funds to complete the project from the fiscal year 2024/2025 legislative appropriation to the Beach Management Funding Assistance Program (GAA Line Item #1856); and

WHEREAS, the Grantee has requested an extension to the Agreement and the Department has agreed; and

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1) The total amount of funding of the Agreement is increased by \$223,000.00 to \$243,000.00.
- 2) The Agreement is extended for a twelve (12) month period to begin January 1, 2027, and remain in effect until December 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
- 3) Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
- 4) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
- 5) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 6) Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.
- 7) Attachment 5, Special Audit Requirements, Exhibit 1, is hereby deleted in its entirety and replaced with Attachment 5, Revised Special Audit Requirements, Exhibit 1-A, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5, Special Audit Requirements, Exhibit 1, shall hereinafter refer to Attachment 5, Revised Special Audit Requirements, Exhibit 1-A.
- 8) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Canaveral Port Authority

**Florida Department of
Environmental Protection**

By: _____
Micah Loyd, Chairman

By: _____
Secretary or Designee

Date: _____

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (4 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment 5, Exhibit	1-A	Revised Special Audit Requirements (3 pages)

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1-A

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Execution in Counterparts and Authority to Sign.

Attachment 1-A

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This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 24BE2**

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Port Canaveral Inlet Management Plan Implementation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

See Attachment 3, Grant Work Plan.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10 percent of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**ATTACHMENT 3-A
REVISED GRANT WORK PLAN**

PROJECT TITLE: Port Canaveral Inlet Management Plan Implementation

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments V167 and R1 along Atlantic Ocean in Brevard County, Florida.

PROJECT BACKGROUND: The Port Canaveral Inlet is a federally authorized and maintained inlet located between DEP monuments V167 and R1. Since 1995, the United State Army Corps of Engineers (USACE) and the Canaveral Port Authority have completed structural improvements to the north and south jetties as well as five federally-funded sand bypassing events. The sixth periodic bypassing event is scheduled for 2024.

PROJECT DESCRIPTION: The Project consists of design and permitting, construction, and monitoring.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$243,000.00 for this Project or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in section 112.061, Florida Statute (F.S.).

Pursuant to sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission
IMP – Inlet Management Plan
USACE – United States Army Corps of Engineers

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Design and Permitting

Task Description: The Local Sponsor will acquire professional services for the engineering and design of the Project such as coastal engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, sediment studies, inlet studies, environmental analyses, orthophotography, plan formulations and for obtaining environmental permits and other Project-related authorizations. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion including documentation of submittal affirming that the final design document was completed and submitted to the Department. For interim payment requests, a Task Summary Report signed by the Local Sponsor must be submitted detailing work progress during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 2: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Task 3: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with section 287.057(19)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with section 287.057(19)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report signed by Local Sponsor containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Design and Permitting	50.00%	\$4,100,000.00	\$73,000.00	\$73,000.00	\$4,246,000.00
2	Construction	50.00%	\$28,800,000.00	\$100,000.00	\$100,000.00	\$29,000,000.00
3	Monitoring	50.00%	\$50,000.00	\$70,000.00	\$70,000.00	\$190,000.00
TOTAL PROJECT COSTS			\$32,950,000.00	\$243,000.00	\$243,000.00	\$33,436,000.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Design and Permitting	Contractual Services	\$73,000.00	07/1/2023	09/30/2027
2	Construction	Contractual Services	\$100,000.00	07/1/2023	09/30/2027
3	Monitoring	Contractual Services	\$70,000.00	07/1/2023	09/30/2027
Total:			\$243,000.00		

Note that, per paragraph 8.j. of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Local Sponsor with this and future requests for extension.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

Attachment 4-A

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

EXHIBIT – 1-A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2023-2024	37.003	Beach Management Funding Assistance Program, GAA Line Item #1822, LATF	20,000.00	140126
Amendment 1	Florida Department of Environmental Protection	2024-2025	37.003	Beach Management Funding Assistance Program, GAA Line Item #1856, LATF	223,000.00	140126
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$243,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	1.H
Department:	Engineering
Request Action:	Consideration of approval of piggybacking the Florida Department of Management Services' Alternate Contract Source for "Furniture, All Types" (No. 56120000-24-NY-ACS) in order to purchase new Jetty Park Camp Store furniture. Request for approval of staff to execute contract documentation and to issue a purchase order with a not-to-exceed amount of \$144,211.91. (Patrick Hammond/Mike Hoffman/Bill Crowe)
<p>Summary Explanation & Background:</p> <p>The construction of the new Jetty Park Camp Store is nearing completion and furnishings are needed for the Jetty Park staff areas as well as the areas that are accessible to the public.</p> <p>The underlying contract to be piggybacked was awarded to Steelcase, Inc. following a competitive award by the State of New York, Office of General Services dated December 5, 2023. The State of Florida Department of Management Services evaluated this contract for use by Florida state agencies and political subdivisions. The contract allows Authorized Resellers to utilize the contract's pricing. Staff request authorization to execute an Agreement to Piggyback with Perers Enterprises, Inc. (d/b/a American Business Interiors), who is an Authorized Reseller of Steelcase, Inc., for the purchase of this furniture.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$144,212 is included in the FY24 Capital Budget. No change is required. Project 1530 - Park Upgrades

Attachments:

[Quote 48722 08 06 24 PORT CANAVERAL CAMP STORE FINAL.pdf](#)

[ABI_Contract to be Piggybacked.pdf](#)



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Quotation 48722

Quote Date 08/06/24
Customer Order PORT CAMP STORE
Customer CANPO2
Terms NET 30 DAYS
Account Representative KIM HISLOP

Quote To

KAREN PAPPAS
 CANAVERAL PORT AUTHORITY
 ACCOUNTS PAYABLE
 445 CHALLENGER ROAD, SUITE 301
 Cape Canaveral FL 32920

Ship To

Lisa Mayer
 CANAVERAL PORT AUTHORITY
 9035 Campground Cir
 Bldg - Rm: JP Cape
 Cape Canaveral FL 32920-2434

Phone +1 (321) 783-7831 x219
Fax +1 (321) 783-3522

Phone +1 (321) 394-3210

lmayer@portcanaveral.com

Sales Location abi

**PLEASE MAKE ORDER OUT TO:
 PLEASE SIGN THE QUOTE AND MAIL OR FAX QUOTE AND PURCHASE ORDER TO:
 AMERICAN BUSINESS INTERIORS
 2015 SOUTH WAVERLY PLACE, MELBOURNE, FL 32901
 FAX: 321.984.4221**

**STEELCASE, AMQ, HON, AND KIMBALL PRODUCT IS PRICED PER FLORIDA STATE CONTRACT #56120000-24-NY-ACS
 SAFCO AND VIA PRODUCT IS PRICED PER OMNIA CONTRACT**

**RECEIVING, DELIVERY AND INSTALLATION MON-FRI DURING NORMAL BUSINESS HOURS ONLY. ELEVATOR ACCESS REQUIRED;
 PRODUCT WILL NOT BE STAIR-CARRIED.
 50% DEPOSIT REQUIRED WITH ALL ORDERS.
 A 3% SURCHARGE APPLIES TO ALL CREDIT CARD TRANSACTIONS.
 100% DEPOSIT REQUIRED ON ALL DROP SHIP ORDERS.
 THIS ORDER CAN NOT BE CANCELLED ONCE PRODUCTION HAS STARTED.
 ***QUOTE VALID FOR 30 DAYS**

Description	Quantity	Unit Price	Extended Price
(1) LOBBY			
1 CRBK - Bookcase SIZE OPTION: MODULAR DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 78.00000 CASE FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL) STEELCASE Tag For (1) LOBBY	2	521.56	1,043.12

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Description	Quantity	Unit Price	Extended Price
<p>2 CRCT - Common Top, Worksurface DEPTH: 18.87500 WIDTH: 83.87500 TOP SURFACE FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL) EDGE FINISH: PLASTIC - PG1 6231 - GRAPHITE WALNUT WORKSURFACE THICKNESS: 1.12500 GROMMET LOCATION: NO GROMMET STEELCASE Tag For (1) LOBBY</p>	1	148.67	148.67
<p>3 CRLS2HD - Low Storage-Two-High, Cabinet SIZE OPTION: MODULAR DEPTH: 18.87500 WIDTH: 42.00000 TOP: NO TOP APPLICATION: FULL CASE FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL) HEADSET FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL) LOCK FINISH: POLISHED CHROME 9201 - POLISHED CHROME KEYS: KEY PLUG PULL: LEDGE PULL FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC STEELCASE Tag For (1) LOBBY</p>	2	406.42	812.84
<p>4 N84L1A - COLLETTE,1 SEAT,SQUARE LEGS, STRAIGHT ARMS UPHOLSTERY GRADE: 2: GRADE 2 22129: SEDONA MIRAGE THREAD COLOR: AA: MATCHING THREAD GROMMET: X: NO GROMMET LEG MATERIAL/FINISH: S-501: METAL LEG,PLATINUM METALLIC GLIDE:</p>	2	1,448.12	2,896.24

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Description	Quantity	Unit Price	Extended Price
4 STD: STANDARD HARD GLIDE KIMBALLOFF Tag For (1) LOBBY			
5 N84L3A - COLLETTE,3 SEAT,SQUARE LEGS, STRAIGHT ARMS UPHOLSTERY GRADE: 2: GRADE 2 22162: SEDONA INDIGO THREAD COLOR: AA: MATCHING THREAD GROMMET: X: NO GROMMET LEG MATERIAL/FINISH: S-501: METAL LEG,PLATINUM METALLIC GLIDE: STD: STANDARD HARD GLIDE KIMBALLOFF Tag For (1) LOBBY	2	2,920.84	5,841.68
6 TS31204A - Shortcut-Chair, Multi purpose, X base SHELL FINISH: PLASTIC - PG1 6336 - JAZZ BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CUSHION: NO CUSHION GLIDE: SOFT FELT GLIDES STEELCASE Tag For (1) LOBBY	4	258.52	1,034.08
7 TS31204A - Shortcut-Chair, Multi purpose, X base SHELL FINISH: PLASTIC - PG2 6BE6 - SEA SALT BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CUSHION: NO CUSHION GLIDE: SOFT FELT GLIDES STEELCASE Tag For (1) LOBBY	3	279.99	839.97
8 TS31204A - Shortcut-Chair, Multi purpose, X base SHELL FINISH: PLASTIC - PG2 6BE6 - SEA SALT BASE FINISH: TEXTURED PAINT 7250 - STERLING DARK SOLID CUSHION: NO CUSHION	1	257.30	257.30

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Description	Quantity	Unit Price	Extended Price
8 GLIDE: SOFT FELT GLIDES STEELCASE Tag For (1) LOBBY			
9 TS4TBASE22 - Base, 22 dia BASE: 4799 PLATINUM METALLIC STEELCASE Tag For (1) LOBBY	4	211.33	845.32
10 TS4TLDR30 - Top-Table, Round, 30 dia, 1 1/8 thick, Low pressure laminate EDGE: 6231 GRAPHITE WALNUT TOP-SURF: 24L0 GRAPHITE WALNUT (LPL) STEELCASE Tag For (1) LOBBY	4	145.34	581.36
11 TSBLNTBXC - Bassline; Table-Box, Coffee DEPTH: 25.00000 WIDTH: 54.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2410 - GRAPHITE WALNUT (HPL) EDGE FINISH: PLASTIC - PG1 6231 - GRAPHITE WALNUT ACCENT PANEL: NO DESIGN ACCENT PANEL FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC STEELCASE Tag For (1) LOBBY	1	628.47	628.47
Sub Total			14,929.05
NON TAXABLE			0.00
Total			14,929.05

(2) OPEN OFFICE AREA

12 RBB72QTAK - Universal; Bin-Over the case, Flat front, Technology / Answer / Kick application, 72W BASIC: 4799 PLATINUM METALLIC LOCK: 9201 POLISHED CHROME KEYS: SK PLUG DOOR: *OPT:DOOR OPTIONS STD DOOR: STD:STANDARD DOOR NO ASST: STD:NO ASSIST	15	546.44	8,196.60
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Description	Quantity	Unit Price	Extended Price
12 LOCK OPT: *OPT:LOCK OPTIONS LOCK: STD:LOCK BRACKETS: *OPT:OPTIONAL BRACKETS OMIT: OMIT BRACKET STEELCASE Tag For (2) OPEN OFFICE AREA			
13 RBKHWM72 - Bracket-Wall attachment, Horizontal, 72W BASIC: 4799 PLATINUM METALLIC STEELCASE Tag For (2) OPEN OFFICE AREA	15	98.92	1,483.80
14 RPF2427BF - Pedestal-Fixed, 2 file, Flush steel front, 22 5/8D x 15W x 27H BASIC: 4799 PLATINUM METALLIC LOCK: 9201 POLISHED CHROME KEYS: SK PLUG PULLS: *OPT:PULL OPTIONS INT PULL: STD:INTEGRAL J, PULL LOCK OPT: *OPT:LOCK OPTIONS SINGLELK: STD:SINGLE LOCK STEELCASE Tag For (2) OPEN OFFICE AREA	15	284.58	4,268.70
15 RPF3027AF - Pedestal-Fixed, 2 box / 1 file, Flush steel front, 28 5/8D x 15W x 27H BASIC: 4799 PLATINUM METALLIC LOCK: 9201 POLISHED CHROME KEYS: SK PLUG DWR OPT: *OPT:DRAWER FEATURE OPTIONS FULL DWR: STD:FULL DRAWER PULLS: *OPT:PULL OPTIONS INT PULL: STD:INTEGRAL J, PULL LOCK OPT: *OPT:LOCK OPTIONS SINGLELK: STD:SINGLE LOCK STEELCASE Tag For (2) OPEN OFFICE AREA	15	348.04	5,220.60
16 TS73036MB - Skin-Markerboard, 30H x 36W BASIC: 7076 WHITEBOARD STEELCASE	2	123.86	247.72

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Description	Quantity	Unit Price	Extended Price
16 Tag For (2) OPEN OFFICE AREA			
17 TS73042MB - Skin-Markerboard, 30H x 42W BASIC: 7076 WHITEBOARD STEELCASE Tag For (2) OPEN OFFICE AREA	2	130.79	261.58
18 TS730THF - Frame-Horizontal package, Thin, 30W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:STD TOP CAP CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY STEELCASE Tag For (2) OPEN OFFICE AREA	9	40.18	361.62
19 TS736THF - Frame, Horizontal package, Thin, 36W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:STD TOP CAP CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY STEELCASE Tag For (2) OPEN OFFICE AREA	10	42.12	421.20
20 TS742THF - Frame, Horizontal package, Thin, 42W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:STD TOP CAP CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS	10	47.94	479.40



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Description	Quantity	Unit Price	Extended Price
20 KO BOTH: STD:KNOCKOUT BASE BOTH SIDES TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY STEELCASE Tag For (2) OPEN OFFICE AREA			
21 TS76030TK - Panel skin-Tackable acoustical, 60H x 30W SURFACE: P209 NEW SKY FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For (2) OPEN OFFICE AREA	18	90.61	1,630.98
22 TS76036TK - Panel skin-Tackable acoustical, 60H x 36W SURFACE: P209 NEW SKY FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For (2) OPEN OFFICE AREA	19	95.88	1,821.72
23 TS76042TK - Panel skin-Tackable acoustical, 60H x 42W SURFACE: P209 NEW SKY FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For (2) OPEN OFFICE AREA	19	103.08	1,958.52
24 TS766TEPJ - Junction-End of run, Thin, 66H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For (2) OPEN OFFICE AREA	19	47.38	900.22
25 TS766TIPJ - Junction-In line, Thin, 66H STEELCASE Tag For (2) OPEN OFFICE AREA	10	30.48	304.80
26 TS766WPJ - Junction-Wall start, 66H STEELCASE	17	89.50	1,521.50

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Description	Quantity	Unit Price	Extended Price
26 Tag For (2) OPEN OFFICE AREA			
27 TS7TIEPLATE - Tie plate, Package quantity 6, Side by side worksurface application STEELCASE Tag For (2) OPEN OFFICE AREA	3	43.78	131.34
28 UCL - C legs-Double post, Glides, 28 1/2H LEGS: 4799 PLATINUM METALLIC STEELCASE Tag For (2) OPEN OFFICE AREA	15	175.96	2,639.40
29 UPL - Post leg, Glides, 28 1/2H LEGS: 4799 PLATINUM METALLIC STEELCASE Tag For (2) OPEN OFFICE AREA	3	60.68	182.04
30 UPL4 - Post leg, Package quantity 4, Glides, 28 1/2H LEGS: 4799 PLATINUM METALLIC STEELCASE Tag For (2) OPEN OFFICE AREA	3	242.74	728.22
31 USWS - Worksurface-Straight, Laminate, Plastic edge profile SIZE OPTION: MODULAR DEPTH: 24.00000 WIDTH: 48.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2HAW - ASH WENGE (HPL) GRAIN DIRECTION: LONG GRAIN EDGE FINISH: PLASTIC - PG1 6703 - ASH WENGE POWER ACCESS: NO POWER ACCESS SCALLOP: WITH SCALLOP GROMMET: NO GROMMET CORD DROP: WITH CORD DROP DEPTH WITH CORD DROP: 23.50000 STEELCASE Tag For (2) OPEN OFFICE AREA	15	113.61	1,704.15
32 USWS - Worksurface-Straight, Laminate, Plastic edge profile SIZE OPTION: MODULAR DEPTH: 30.00000 WIDTH: 72.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2HAW - ASH	15	198.68	2,980.20

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Description	Quantity	Unit Price	Extended Price
32 WENGE (HPL) GRAIN DIRECTION: LONG GRAIN EDGE FINISH: PLASTIC - PG1 6703 - ASH WENGE POWER ACCESS: NO POWER ACCESS SCALLOP: WITH SCALLOP GROMMET: NO GROMMET CORD DROP: WITH CORD DROP DEPTH WITH CORD DROP: 29.50000 STEELCASE Tag For (2) OPEN OFFICE AREA			
Sub Total			37,444.31
NON TAXABLE			0.00
Total			37,444.31
(3) SUPERVISOR'S OFFICE			
33 APS2 - Activ2.0Desk, Stage 2 Width: 72.00000 Depth: 24.00000 Leg: T-Leg Caster or Glide: Glides Worksurface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Base Finish: Paint F1 - Platinum AMQ Tag For (3) SUPERVISOR'S OFFICE	5	538.40	2,692.00
34 CRBK - Bookcase SIZE OPTION: MODULAR DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 78.00000 CASE FINISH: WOODGRAIN LPL 2LAW - ASH WENGE (LPL) STEELCASE Tag For (3) SUPERVISOR'S OFFICE	1	521.56	521.56
35 PWBWTBRD - Whiteboard-Premium SIZE OPTION: PARAMETRIC TRIM TYPE: EDGE SERIES HEIGHT: 35.12500 WIDTH: 36.00000	1	412.70	412.70

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Description	Quantity	Unit Price	Extended Price
35 SURFACE FINISH: CERAMIC 7655 - E3 ENVIRONMENTAL CERAMICS TRIM FINISH: ANODIZED ALUMINUM 8043 - CLEAR ANODIZED ALUM MOUNT OPTION: WALL MOUNT TRAY OPTION: WITH TRAY STEELCASE Tag For (3) SUPERVISOR'S OFFICE			
36 RLF18363F - Universal; Lateral file, 3 drawers, Flush steel front, 18D x 36W x 40H BASIC: 4799 PLATINUM METALLIC LOCK: 9201 POLISHED CHROME KEYS: SK PLUG TOP OPT: *OPT:TOP OPTIONS STL TOP: STD:1" STEEL TOP LOCK OPT: *OPT:DRAWER LOCK OPTIONS CENTRAL: STD:CENTRAL LOCKING DWR DWR ACC: *OPT:FILE DWR ACCESSORIES HF: STD:DRAWERS WITH HF'S WGHT PKG: *OPT:COUNTERWEIGHT PKG WEIGHT: COUNTERWEIGHT PKG STEELCASE Tag For (3) SUPERVISOR'S OFFICE	1	749.75	749.75
37 RPM1821CF - Pedestal-Mobile, Flush steel front, 17 1/2D x 15W BASIC: 4799 PLATINUM METALLIC LOCK: 9201 POLISHED CHROME KEYS: SK PLUG TOP OPT: *OPT:TOP OPTIONS 1/8 IN STL: STD:1/8 INCH HIGH STEEL DWR OPT: *OPT:DRAWER FEATURE OPTIONS FULL DWR: STD:FULL DRAWER PULLS: *OPT:PULL OPTIONS INT PULL: STD:INTEGRAL J, PULL STEELCASE Tag For (3) SUPERVISOR'S OFFICE	10	363.28	3,632.80
38 TS74848TK - Panel skin-Tackable acoustical, 48H x 48W SURFACE: P209 NEW SKY FAB DIR: *OPT:FABRIC DIRECTION	6	103.64	621.84

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Description	Quantity	Unit Price	Extended Price
38 HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For (3) SUPERVISOR'S OFFICE			
39 TS748THF - Frame, Horizontal package, Thin, 48W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:STD TOP CAP CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY STEELCASE Tag For (3) SUPERVISOR'S OFFICE	3	50.16	150.48
40 TS754TEPJ - Junction-End of run, Thin, 54H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For (3) SUPERVISOR'S OFFICE	3	47.38	142.14
41 TS754WPJ - Junction-Wall start, 54H STEELCASE Tag For (3) SUPERVISOR'S OFFICE	3	89.50	268.50
42 TS766WPJ - Junction-Wall start, 66H STEELCASE Tag For (3) SUPERVISOR'S OFFICE	2	89.50	179.00
Sub Total			9,370.77
NON TAXABLE			0.00
Total			9,370.77
(4) OFFICE 1			
43 AMQCRBK - Bookcase-15"D Width: 36.00000 Height: 66.50000	1	463.03	463.03

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Description	Quantity	Unit Price	Extended Price
43 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) AMQ Tag For (4) OFFICE 1			
44 AMQCRCT - Top- Common, Rectangular Depth: 24.00000 Width: 65.75000 Top Surface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Edge Finish: Plastic - PG1 6703 - ASH WENGE Worksurface Thickness: 1.12500 AMQ Tag For (4) OFFICE 1	1	94.02	94.02
45 AMQCRDSDL - Desk, Shell Depth: 30.00000 Width: 72.00000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Top Surface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Edge Finish: Plastic - PG1 6703 - ASH WENGE Support - Right: Full Depth End Panel Support - Left: Full Depth End Panel Modesty Panel: Full Worksurface Thickness: 1.12500 AMQ Tag For (4) OFFICE 1	1	352.88	352.88
46 AMQCRORP - Organizer - Personal Width: 66.00000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Storage: Personal Attachment Brackets: Wall Mount Brackets AMQ Tag For (4) OFFICE 1	1	469.72	469.72
47 AMQCRPD2HBBF - Pedestal-Two-High,Box/Box/File Depth: 24.00000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Headset Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Pull: Ledge Pull	2	411.10	822.20

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Description	Quantity	Unit Price	Extended Price
47 Pull Finish: Textured Paint 7207 - BLACK Counterweight: With Counterweight Drawer Configuration: Box/Box/File Key: Standard Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME AMQ Tag For (4) OFFICE 1			
48 CNCRTABLE - AMQ Concur Table Depth: 30.00000 Width: 60.00000 Worksurface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Frame Finish: Paint F1 - Platinum Modesty Panel: No Panel AMQ Tag For (4) OFFICE 1	1	535.60	535.60
49 TS31204A - Shortcut-Chair, Multi purpose, X base SHELL FINISH: PLASTIC - PG1 6336 - JAZZ BASE FINISH: SMOOTH PAINT PG2 0835 - BLACK CUSHION: NO CUSHION GLIDE: STANDARD GLIDES STEELCASE Tag For (4) OFFICE 1	2	258.52	517.04
Sub Total			3,254.49
NON TAXABLE			0.00
Total			3,254.49
(5) OFFICE 2			
50 AMQCRBK - Bookcase-15"D Width: 36.00000 Height: 66.50000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) AMQ Tag For (5) OFFICE 2	1	463.03	463.03
51 AMQCRCT - Top- Common, Rectangular Depth: 24.00000 Width: 65.75000	1	94.02	94.02

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Description	Quantity	Unit Price	Extended Price
51 Top Surface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Edge Finish: Plastic - PG1 6703 - ASH WENGE Worksurface Thickness: 1.12500 AMQ Tag For (5) OFFICE 2			
52 AMQCRDSSL - Desk, Shell Depth: 30.00000 Width: 72.00000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Top Surface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Edge Finish: Plastic - PG1 6703 - ASH WENGE Support - Right: Full Depth End Panel Support - Left: Full Depth End Panel Modesty Panel: Full Worksurface Thickness: 1.12500 AMQ Tag For (5) OFFICE 2	1	352.88	352.88
53 AMQCRORP - Organizer - Personal Width: 66.00000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Storage: Personal Attachment Brackets: Wall Mount Brackets AMQ Tag For (5) OFFICE 2	1	469.72	469.72
54 AMQCRPD2HBBF - Pedestal-Two-High,Box/Box/File Depth: 24.00000 Case Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Headset Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Pull: Ledge Pull Pull Finish: Textured Paint 7207 - BLACK Counterweight: With Counterweight Drawer Configuration: Box/Box/File Key: Standard Key Plug Lock Finish: Polished Chrome 9201 - POLISHED CHROME AMQ	2	411.10	822.20

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Description	Quantity	Unit Price	Extended Price
54 Tag For (5) OFFICE 2			
55 CNCRTABLE - AMQ Concur Table Depth: 30.00000 Width: 60.00000 Worksurface Finish: Woodgrain LPL 2LAW - ASH WENGE (LPL) Frame Finish: Paint F1 - Platinum Modesty Panel: No Panel AMQ Tag For (5) OFFICE 2	1	535.60	535.60
56 TS31204A - Shortcut-Chair, Multi purpose, X base SHELL FINISH: PLASTIC - PG1 6336 - JAZZ BASE FINISH: SMOOTH PAINT PG2 0835 - BLACK CUSHION: NO CUSHION GLIDE: STANDARD GLIDES STEELCASE Tag For (5) OFFICE 2	2	258.52	517.04
Sub Total			3,254.49
NON TAXABLE			0.00
Total			3,254.49
(6) BREAK ROOM			
57 N84CH1A - COLLETTE,CHAISE,SQUARE LEGS, STRAIGHT ARMS UPHOLSTERY GRADE: 4: GRADE 4 41609: MASQUERADE INDIGO THREAD COLOR: AA: MATCHING THREAD GROMMET: X: NO GROMMET LEG MATERIAL/FINISH: S-501: METAL LEG,PLATINUM METALLIC GLIDE: STD: STANDARD HARD GLIDE KIMBALLOFF Tag For (6) BREAK ROOM	1	2,350.12	2,350.12
58 TS31204A - Shortcut-Chair, Multi purpose, X base	2	352.12	704.24

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Description	Quantity	Unit Price	Extended Price
58 SHELL FINISH: PLASTIC - PG1 6336 - JAZZ BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CUSHION: WITH CUSHION CUSHION FINISH: STAND IN 5622 - LUNAR GLIDE: SOFT FELT GLIDES STEELCASE Tag For (6) BREAK ROOM			
59 TS31205B - Shortcut-Stool, Multi purpose, X base SHELL FINISH: PLASTIC - PG1 6336 - JAZZ BASE FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC CUSHION: WITH CUSHION CUSHION FINISH: STAND IN 5622 - LUNAR GLIDE: SOFT FELT GLIDES STEELCASE Tag For (6) BREAK ROOM	6	465.98	2,795.88
60 TS4TBASE22 - Base, 22 dia BASE: 4799 PLATINUM METALLIC STEELCASE Tag For (6) BREAK ROOM	1	211.33	211.33
61 TS4TLDR30 - Top-Table, Round, 30 dia, 1 1/8 thick, Low pressure laminate EDGE: 6703 ASH WENGE TOP-SURF: 2LAW ASH WENGE (LPL) STEELCASE Tag For (6) BREAK ROOM	1	145.34	145.34
62 TS4TLP40 - Campfire; Big Table, Power cutout, 96W x 48D x 40H TOP OPT: *OPT:TOP OPTION LPL TOP: LPL TOP TOP-SURF: TOP SURFACE LAM LPL: *TOP-SURF:LAMINATE (LPL) 2LAW: ASH WENGE (LPL) CON OPT: *OPT:CONTRASTING MODESTY PNL OPTION NOCONMOD: NO CONTRASTING MODESTY PANEL PWR OPT: *OPT:POWER OPTIONS NO PWR: NO POWER GROMMET: GROMMET	1	1,436.03	1,436.03

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Description	Quantity	Unit Price	Extended Price
62 METALLIC: *GROMMET:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For (6) BREAK ROOM			
Sub Total			7,642.94
NON TAXABLE			0.00
Total			7,642.94
(7) EXTRA CHAIRS			
63 442A50 - Gesture; Chair, Headrest, Adjustable seat depth UPHOLSTERY COLOR SCHEME: NON-CONTRASTING BACK FINISH: ERA 5ES7 - NIGHT OWL SEWN UPHOLSTERY TYPE: SEWN SEAT FINISH: ERA 5ES7 - NIGHT OWL HEADREST FINISH: ERA 5ES7 - NIGHT OWL COLOR SCHEME: DARKDARK:STERLINGDARKSLD/MERLE ARMS FINISH: PLASTIC - PG1 6527 - MERLE BASE FINISH: TEXTURED PAINT 7250 - STERLING DARK SOLID FRAME FINISH: TEXTURED PAINT 7250 - STERLING DARK SOLID SHELL FINISH: PLASTIC - PG1 6527 - MERLE ARM TYPE: 360 ARM ARM CAP: STANDARD POSITION LUMBAR OPTION: NO LUMBAR CYLINDER TYPE: STANDARD RANGE BASE TYPE: PLASTIC BASE CASTER OR GLIDE TYPE: HARD CASTERS PACKAGING: NOT APPLICABLE SOIL RETARDANT OPTION: NO SOIL RETARDANT STEELCASE Tag For (7) EXTRA CHAIRS	4	1,045.95	4,183.80
64 HIWMM - Ignition 2 Task Mid-back, ilira back Control Type: .Y1: Synchro-Tilt W Seat Slider Select Arm Type: .V: All-Adjustable Arm Select Caster/Glide Option:	7	369.80	2,588.60

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Description	Quantity	Unit Price	Extended Price
64 .H: Hard Caster Select Mesh Color: .IM: 4-Way Black Select Upholstery: \$(2): Grade 2 Uph .SPNN: Spin Seating 04: Cobblestone Select Lumbar: .BL: Black Adjustable Lumbar Select base: .SB: Standard Base Select Frame Color: .T: Black HONCOMPANY Tag For (7) EXTRA CHAIRS			
65 ZILO003 - Zilo Task Chair with Mesh Back, Syncro Mechanism, 3-Way Adjustable Arms, Polish ed Aluminum Base, Black Seat Cover Finish: Era 5ES7 - Night Owl Packaging: Knocked Down AMQ Tag For (7) EXTRA CHAIRS	6	324.80	1,948.80
Sub Total			8,721.20
NON TAXABLE			0.00
Total			8,721.20
RECEPTION AREA			
66 CRBK - Bookcase SIZE OPTION: MODULAR DEPTH: 15.00000 WIDTH: 36.00000 HEIGHT: 78.00000 CASE FINISH: WOODGRAIN LPL 24L0 - GRAPHITE WALNUT (LPL) STEELCASE Tag For RECEPTION AREA	1	521.56	521.56
67 PVGLASS - Glassboard, wall mounted HEIGHT: 48.00000 WIDTH: 72.00000	2	1,777.62	3,555.24

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Description	Quantity	Unit Price	Extended Price
67 GLASS FINISH: BACK-PAINTED GLASS PG6 6595 - WINTER PANEL ORIENTATION: HORIZONTAL STEELCASE Tag For RECEPTION AREA			
68 ZILO008 - Zilo Task Chair with Mesh Back, Drafring, Fixed Loop Arms, Polished Aluminum Base, White Seat Cover Finish: Era 5ES7 - Night Owl Packaging: Knocked Down AMQ Tag For RECEPTION AREA	3	370.40	1,111.20
69 SF3665DL1 - Mailflow Freestanding Sorter, 36"W x 64 .5"H; 45 - 3"H x 12"D Pockets & Bottom Storage PAINT FINISHES: 4606: Mist SAF930 Tag For RECEPTION AREA	1	2,098.65	2,098.65
Sub Total			7,286.65
NON TAXABLE			0.00
Total			7,286.65
LINEN CLOSET			
70 TS4NFLIP - Table-Rectangle, Non-flip SIZE OPTION: PARAMETRIC WIDTH: 60.00000 DEPTH: 24.00000 TOP SURFACE FINISH: WOODGRAIN HPL 2HAW - ASH WENGE (HPL) GRAIN DIRECTION: LONG GRAIN EDGE FINISH: PLASTIC - PG1 6703 - ASH WENGE LEG: CAST LEG LEG FINISH: SMOOTH METALLIC 4799 - PLATINUM METALLIC MOBILITY: MOBILE - 4 SOFT CASTERS CASTER: 4 LOCKING CASTERS CASTER FINISH: DARK - DARK UNDERSIDE: DARK MODESTY PANEL: NO MODESTY PANEL POWER ACCESS: NO POWER ACCESS CABLE MANAGER APPLICATION: NO CABLE MANAGER	2	661.08	1,322.16

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Description	Quantity	Unit Price	Extended Price
70 GANGING: NOT GANGING STEELCASE Tag For LINEN CLOSET			
Sub Total			1,322.16
NON TAXABLE			0.00
Total			1,322.16

OUTDOOR FURNITURE

71 TLN20 - Tahoe litter bin with a lid in a faux wood look. Select your chair color.: 2NDO: anthracite frame/dark oak top Select your lid label.: DL02: Waste lid label Freight charges are not included in the list price.: ~: Please call us at 1-800-433-6614 to help calculate freight. How do you want to receive your chair?: FA: Ships fully assembled (standard). VIA Tag For OUTDOOR FURNITURE	2	2,782.20	5,564.40
72 TCN15 - Tahoe chaise lounge in a faux wood look. Select your chair color. 2NDO anthracite frame/dark oak top Freight charges are not included in the list price. ~ Please call us at 1-800-433-6614 to help calculate freight. How do you want to receive your chair? AR Ships in parts. Assembly required. (standard). Upholstered Pillow P2 Grey Vinyl pillow for outdoor use VIA Tag For OUTDOOR FURNITURE	4	3,537.60	14,150.40
73 824-SA3 - Splash Air outdoor rocker w/ arms Select your chair color. 7 Light Blue How do you want to receive your chair? FA Ships fully assembled (standard). Is this a single chair order? ~ No, more than 1 of this chair will be ordered.	2	964.20	1,928.40

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Description	Quantity	Unit Price	Extended Price
73 VIA Tag For OUTDOOR FURNITURE			
74 D435 - Moon Tables 31.5 x 55.1 rectangular table. Select your table color.: 7: light blue Freight charges are not included in the list price.: ~: Please call us at 1-800-433-6614 to help calculate freight. How do you want to receive your chair?: AR: Ships in parts. Assembly required. (standard). VIA Tag For OUTDOOR FURNITURE	2	768.60	1,537.20
75 820-0A - Splash Air outdoor chair, armless. Select your chair color.: 7: blue How do you want to receive your chair?: FA: Ships fully assembled (standard). Is this a single chair order?: ~: No, more than 1 of this chair will be ordered. VIA Tag For OUTDOOR FURNITURE	10	403.20	4,032.00
76 TPN15 - Tahoe picnic table in a faux wood look. Select your chair color.: 2NDO: anthracite frame/dark oak top Do you want to add an umbrella hole?: ~: No. Do you want a miami sun shade?: DSS1: Miami sun shade. 2: Anthracite. DC2: Grey. Freight charges are not included in the list price.: ~: Please call us at 1-800-433-6614 to help calculate freight. How do you want to receive your chair?: AR: Ships in parts. Assembly required. (standard). VIA Tag For OUTDOOR FURNITURE	1	6,889.20	6,889.20

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Description	Quantity	Unit Price	Extended Price
Sub Total			34,101.60
NON TAXABLE			0.00
Total			34,101.60
77 ABI TO RECEIVE, DELIVER, AND INSTALL THE ABOVE DURING NORMAL BUSINESS HOURS, MON-FRI, NO STAIR CARRY.	1	16,884.25	16,884.25
***INSTALLATION IS AN OPEN MARKET ITEM AMERICAN			
Quotation Totals			
Sub Total			144,211.91
NON TAXABLE			0.00
Grand Total			144,211.91

End of Quotation

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Terms and Conditions:

TERM: All prices are quoted FOB shipping point and are guaranteed for thirty (30) days from date of quotation.
ACCEPTANCE: All orders require a hard copy or electronic purchase order or approved quotation with an authorized signature and date of acceptance.
MODIFICATIONS: Any modifications to an approved and acknowledged order are subject to the Seller's ability to conform and the manufacturer's approval.
CUSTOMER REQUIRED DATE: A mutually agreeable (between Buyer and Seller) delivery date is required for each order and will be used as the customer required date.
DEPOSIT \$: A deposit of fifty percent (50%) is required on all orders.

INVOICING

TIMING: Furniture with related installation and other services will be invoiced after delivery of the product to the job site.
PAYMENT TERMS: For furniture and related installation and other services, balance is due in full Net 10 days from date of invoice.
FREIGHT: Unless otherwise noted, all applicable freight charges are not included in the price quotation and will be invoiced as a separate line item.
TAXES: Unless otherwise noted, any applicable sales, use, excise, or any other taxes are not included in the price quotation and will be invoiced as a separate line item.
DELAY \$: If Buyer is unable to receive product at the job site on the mutually agreed upon customer required date, product will be deemed delivered and will be invoiced as if delivered.
SERVICE CHARGE: A service charge of 1.5% per month will be assessed on all unpaid balances after 30 days from invoice date and after any judgment date.
CREDIT CARD PURCHASES: A 3% service charge is applied to all credit card purchases/transactions.

OTHER CHARGES

CHANGES/CANCELLATIONS: Buyer will pay all additional charges from the manufacturer for order changes.
EXTRA HANDLING IF SITE NOT READY: If job site is not available on mutually agreed upon customer required date, charges will be assessed to the Buyer for additional handling or redirecting of product at a standard hourly rate.
STORAGE: If job site is not available on mutually agreed upon customer-required date, Buyer will be responsible for a storage charge of three and a half percent (3.5%) per month, minimum \$175.00 per month.
EXTRA HANDLING DUE TO SITE CONDITIONS: Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.
OVERTIME: Unless otherwise stated, delivery and installation will be made during Seller's normal business hours (between 8:00 AM and 5:00 PM Monday-Friday, excluding holidays and weekends).
PARTIAL DELIVERIES: Seller reserves and retains the right in its sole discretion, to make and invoice for partial shipments of merchandise and/or provision of services.

DELIVERY AND INSTALLATION

SELLER'S RESPONSIBILITIES: Other than for drop shipments, Seller will receive, inspect, stage, deliver, and install Buyer's goods.
FREIGHT CLAIM \$: Claims for product damaged in transit will be processed by Seller and damaged product will be repaired or replaced to the



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reasonable satisfaction of Buyer only for product purchased, delivered and installed.

DROP SHIPMENTS: In case of drop shipments where product is delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage.

USED PRODUCT: The Buyer recognizes that used product comes in "as is" condition. Although the Seller will do its best to provide a functional and aesthetically pleasing product, the Buyer understands the product will have normal wear and tear (e.g. dents, scratches, dirt) and carries no warranty.

CONDITION OF JOB SITE: Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling, and storing of product at the job site. Additional charges will apply if the conditions prevent the Seller from completing the work efficiently.

JOB SITE SERVICES: Buyer will furnish electrical current, HVAC, lighting, and elevator service at job site without charge to Seller. If any of these are not provided, Buyer will be responsible for additional charges.

PROTECTION OF DELIVERED GOODS: Buyer is responsible for security and safekeeping product after delivery at job site.

RISK OF LOSS: Upon delivery of product to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon date, Buyer assumes all risk of loss of delivered/stored product and shall not be released from any obligations under this agreement due to product's loss, damage or disrepair following delivery/storage.

ELECTRICAL CONNECTION: The Buyer will be responsible for making any electrical connections between the building and the furniture.

PHONE/DATA: The Buyer will be responsible for supplying hardware and installation of phone/data lines and connections.

ADDITIONAL TERMS

LEASING: The Buyer and Seller agree that this sale is not contingent on the Buyer obtaining financing or leasing. The Buyer is responsible for securing financing or leasing.

WARRANTIES: Seller makes no warranties of product sold hereunder whatsoever, including any warranty of merchantability or warranty that the furniture is fit for any particular purpose. Seller may act as Buyer's agent in the event of claims of defective materials or workmanship that may be made within the warranty period stated by the manufacturer, supplier or fabricator. The Buyer shall rely exclusively upon warranties provided by the manufacturer, supplier or fabricator of all products sold hereunder. If Seller is asked to perform warranty work and it is subsequently determined that the furniture is not covered by any manufacturer, supplier or fabricator warranty, Buyer will be charged for service at the then current rate.

TITLE AND SECURITY INTEREST: Seller retains title to all goods until Buyer has performed all of its obligations under this agreement and the purchase price of the goods and related services has been fully paid to the Seller. Seller retains security interest in the goods, all accessories, replacements of the proceeds from the goods as security for the performance by Buyer of all of the Buyer's obligations arising under this agreement and the purchase order.

INTERPRETATION OF TERMS AND CONDITIONS: This writing is intended by all parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their dealings between the parties, if any, and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. No failure or conditions of this Agreement, in any instance, shall be construed as a waiver or therewith in the future. Whenever a term defined by the Uniform Commercial Code as contained in the Code is to control.

ACTS BEYOND REASONABLE CONTROL: Seller shall not be liable for any delay or failure to deliver any or all of the product in case delay or failure is caused by labor disputes, strikes, wars, riots, act of God, or any other cause, contingency or circumstances which prevent or hinder the manufacture or delivery of the product beyond the reasonable control of the Seller.

WAIVER: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless it is supported by a consideration and is in writing signed by the aggrieved party.



**Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types**

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Steelcase, Inc. (Contractor), located at 901 44th Street S.E., Grand Rapids, MI 49508 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70281 Furniture, All Types (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on March 5, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

**Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types**

reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.Mcmullen@dms.fl.gov

Contractor's Contract Manager:

Steve Lenardos
Steelcase, Inc.
901 44th Street SE
Grand Rapids, MI 49508
Telephone: (317) 383-1739
Email: SLenardo@steelcase.com

**Alternate Contract Source (ACS)
No. 56120000-24-NY-ACS
For
Furniture, All Types**

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

STEELCASE, INC.

DocuSigned by:

OF 725437B2334EF
Megan Maguire, Manager

3/11/2024 | 4:30 PM CET

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:

C94713929499485
Pedro Allende, Secretary

3/11/2024 | 3:32 PM EDT

Date:



EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.
- D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- F. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.
- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and

submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Exhibit B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	2.A
Department:	Finance
Request Action:	Consideration of approving Resolution RES-2024-002-EXE-3 Line of Credit renewal with Truist Bank (Jeff Long).
Summary Explanation & Background: In 2016, the Authority entered into a Line of Credit agreement with Truist Bank to provide short term financing for capital projects. The proposed agreement has a borrowing limit of \$20 million and would extend the maturity one year to October 10, 2025. RES-2024-002-EXE-3 is required and attached for approval.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[RES-2024-002-EXE-3.pdf](#)

RESOLUTION NO. 2024-002-EXE-3

A RESOLUTION OF THE CANAVERAL PORT AUTHORITY AUTHORIZING AN AMENDMENT TO THE EXISTING COMMERCIAL NOTE UNDER THE REVOLVING LINE OF CREDIT WITH TRUIST BANK TO EXTEND THE MATURITY DATE; APPROVING THE FORM OF AN ALLONGE TO COMMERCIAL NOTE; DELEGATING TO THE CHAIRMAN, VICE CHAIR, SECRETARY/TREASURER, THE CHIEF EXECUTIVE OFFICER AND THE CHIEF FINANCIAL OFFICER THE AUTHORITY TO TAKE ALL APPROPRIATE ACTIONS WITH RESPECT TO SUCH AMENDMENT AND ALL OTHER DOCUMENTS RELATED THERETO; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to obtain funds for various capital projects and other lawful expenditures (including working capital), the Canaveral Port Authority (the "Issuer") and Truist Bank (the "Lender") entered into an Agreement to Commercial Note dated October 11, 2022 (the "Loan Agreement") and issued thereunder the Commercial Note dated October 11, 2022 in a principal amount not to be outstanding thereunder at any one time in excess of \$20,000,000 (, as amended the "Note"); and

WHEREAS, the Issuer and the Lender have agreed to extend the maturity date to October 8, 2025 as set forth in the Allonge to the Commercial Note (the "Allonge");

BE IT RESOLVED BY THE CANAVERAL PORT AUTHORITY as follows:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 315, Florida Statutes, Chapter 28922, Laws of Florida, Special Acts of 1953, as supplemented and amended, and other applicable provisions of law (collectively, the "Act"). This Resolution supplements Resolution No. 92-8, adopted by the Issuer on October 7, 1992, as the same has been supplemented and amended (the "Bond Resolution").

SECTION 2. DEFINITIONS. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Agreement to Commercial Note, as amended, and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Chairman, Vice Chair and Secretary/Treasurer of the Governing Body of the Issuer, the Chief Executive Officer of the Issuer and the Chief Financial Officer of the Issuer.

SECTION 3. AUTHORIZATION OF ALLONGE. The Issuer hereby authorizes the execution and delivery of the Allonge, attached hereto as Exhibit "A." The form and terms of the Allonge attached hereto is hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory, executing the same, such approval to be conclusively evidenced by the execution thereof by an Authorized Signatory. The Issuer hereby authorizes and approves all future extensions and renewals on identical terms to the Note as renewed and extended in the sole discretion of the Bank by written notice from the Bank to the Borrower.

SECTION 4. PAYMENT AND PLEDGE. The Note as modified by Allonge shall constitute Subordinated Indebtedness as such term is defined in the Bond Resolution. The principal of and interest on the Note as modified by the Allonge shall be limited obligations of the Issuer, payable solely from the Gross Revenues, as such term is used in the Bond Resolution, subordinate to the payment of Bonds (as defined in the Bond Resolution) issued pursuant to the terms of the Bond Resolution. The Note as modified by the Allonge shall not constitute a general obligation, or a pledge of the faith, credit or taxing power of the Issuer, the Port District (as defined in the Bond Resolution), the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. Neither the State of Florida, any political subdivision thereof, the Issuer nor the Port District shall be obligated (1) to exercise its ad valorem taxing power in any form on any real or personal property of or in the Issuer to pay the principal of the Note as modified by the Allonge, the interest thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer except from the Gross Revenues, in the manner provided in the Bond Resolution.

SECTION 5. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 6. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 7. AUTHORIZATIONS. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Issuer the Allonge as provided hereby and to pay such expenses incurred in connection herewith, including fees of Lender's counsel, and the Secretary/Treasurer is hereby authorized to attest any such signatures on any such documents and to affix the Issuer's seal thereto to the extent required by such documents. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, agreements and contracts on behalf of the Issuer as they shall deem necessary or desirable in

connection with the execution and delivery of the Allonge and the carrying out of the intention of this Resolution.

SECTION 8. REPEALER. All resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 9. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED, this 21st day of August, 2024.

(SEAL)

CANAVERAL PORT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

EXHIBIT "A" TO RESOLUTION
FORM OF ALLONGE TO NOTE

**ALLONGE TO
CANAVERAL PORT AUTHORITY
COMMERCIAL NOTE**

THIS ALLONGE TO COMMERCIAL NOTE OF CANAVERAL PORT AUTHORITY (this "Allonge") dated August 21, 2024 (the "Effective Date"), is made by the Canaveral Port Authority (the "Borrower"), a special district and existing under the laws of the State of Florida, to and for the benefit of Truist Bank, a North Carolina banking corporation (the "Bank"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Note.

WITNESSETH:

WHEREAS, the Borrower previously issued its up to \$20,000,000 Commercial Note pursuant to Resolution No. 2022-004-EXE-3 adopted by the Borrower on October 5, 2022 (the "Original Resolution") and an Agreement to Commercial Note dated October 11, 2022 (the "Agreement"), by and between the Borrower and the Bank; and

WHEREAS, the Borrower has adopted a Resolution (the "Amending Resolution") approving, among other things, the form of an Allonge to be attached to the Note in order to extend the maturity date of the Note; and

WHEREAS, the Borrower is executing and delivering this Allonge as contemplated by the Amending Resolution in order to extend the maturity date of the Note.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Borrower ratifies the Note and agrees as follows:

1. This Allonge is to be physically attached to the Note and is incorporated into and forms a part of the Note.

2. The third paragraph under the heading "Repayment Terms" on page 1 of the Note is hereby amended and restated in its entirety as follows:

"As used herein, the term "maturity date" means October 8, 2025, or such date to which this Note may be extended or renewed in the sole discretion of Bank by written notice from Bank to Borrower.

3. Except as amended hereby, the Note remains in full force and effect and shall be binding upon Borrower.

4. This Allonge shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Florida without regard to conflicts of laws or principles, except to the extent that the laws of the United States of America may prevail.

5. All references to the term "Note" in the Note, the Agreement and any other documents related to the Note shall mean the Note as amended by this Allonge.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Canaveral Port Authority has caused this Allonge to be executed in its name by the manual signature of its Chairman and attested by the manual signature of its Secretary/Treasurer, all as of this 21st day of August, 2024.

CANAVERAL PORT AUTHORITY

ATTEST:

By: _____
Chairman

By: _____
Secretary/Treasurer

#226679603_v4

Meeting Date

August 21, 2024




AGENDA ITEM REQUEST

Section:	
Item Number:	3.A
Department:	Human Resources
Request Action:	Consideration of approving the Paid Parental Leave Policy, POL-2024-001-HRO-3
<p>Summary Explanation & Background: The Paid Parental Leave “PPL” Policy will support eligible employees with paid parental leave for both Childbirth Recovery and Care and Bonding after the birth, adoption, or foster of a child.</p> <p>Childbirth Recovery Leave will be granted for absences from the workplace for an employee’s recovery period immediately following childbirth for up to 7 consecutive calendar weeks.</p> <p>Care and Bonding Leave will be granted for absences from the workplace for care and bonding following the birth of the employee’s child or the placement of a child with the employee by adoption or foster care for up to 5 weeks within one year following the birth, adoption, or foster of a child.</p> <p>Approval of PPL following the birth, adoption, or foster of a child pursuant to this policy is limited to an amount necessary to bring the employee to 100% of their base hourly rate for the period during which the employee is on approved PPL.</p> <p>Employees who are granted PPL must return to CPA following the conclusion of PPL for 12 weeks and work a minimum of 480 hours (pro-rated for part-time). An employee will be responsible for repayment if the commitment is not fulfilled.</p> <p>The Port’s employment attorney and CPA’s General Counsel have reviewed this policy.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Funding reviewed by Finance - Jeff Long, CFO This item is included in the FY24 and FY25 Operating Budgets. No changes are required.

Attachments:

[Paid Parental Leave Policy_POL-2024-001-HRO-3_Final.pdf](#)

<p align="center">POLICY</p> <p>Number: POL-2024-001-HRO-3</p>		<p>Effective: August 23, 2024</p>
<p>Section: How We Work</p>	<p>Paid Parental Leave</p>	<p>Revision 0, supersedes all previous documents (See Revision History)</p>

I. PURPOSE

To support families, Canaveral Port Authority (“CPA”) provides Paid Parental Leave (“PPL”) to eligible employees as defined by and in accordance with the terms of this policy (“Paid Parental Leave Policy”). Benefits available under this policy will run concurrently with Family and Medical Leave Act (“FMLA”) leave (paid or unpaid) as well as other applicable non-FMLA leaves of absence (paid or unpaid) provided for by CPA and pursuant to CPA policies (e.g. Medical Leave and/or Personal Leave). Employees may not use PPL to extend their FMLA or non-FMLA leave benefits beyond those provided for pursuant to the applicable CPA policy.

II. POLICY

A. General Rules

1. To qualify for PPL benefits under this policy, an employee shall have:
 - (a) At least one year of cumulative service with CPA; and
 - (b) A minimum of 1,250 hours worked with CPA in the 12-month period preceding the first date of leave.
 - (c) Execute Return to Work commitment.

2. Part-time employees who meet the qualification requirements pursuant to this policy are eligible for PPL. Temporary employees are not eligible for PPL; however, time spent working as a temporary employee may be used to meet the qualification requirements.

CPA provides PPL following the birth, adoption or fostering of a child as defined below.

(a) PPL - Childbirth Recovery Leave: Leave granted for absences from the workplace for an employee’s recovery period immediately following childbirth. Such leave shall be granted for a period of up to seven (7) consecutive calendar weeks to begin on the first full calendar day following a documented birth. Employees may not elect to use Childbirth Recovery Leave on an intermittent basis.

(b) PPL - Care and Bonding Leave: Leave granted for absences from the workplace for care and bonding following the documented birth of the employee's child or the documented placement of a child with the employee by adoption or foster care. Such leave shall be granted for a period of up to five (5) weeks within one year following the birth or adoption and may be granted on an intermittent basis.

(c) PPL must be taken within one year of PPL being granted.

Examples:

- Brittany has an uncomplicated birth and is eligible for paid parental leave under this policy as well as FMLA leave. Brittany elects to take 12 full weeks of FMLA leave. Pursuant to the STD (Short Term Disability) plan and PPL, Brittany can receive her full salary for 12 weeks. Brittany can receive a total of 12 weeks of PPL (Childbirth Recovery Leave and Care and Bonding Leave combined) to run concurrently with FMLA and STD. As a result, Brittany's first 2 weeks of leave, during the STD elimination period, will be Childcare Birth Recovery PPL and FMLA. After the two-week STD elimination period, Brittany will use 10 weeks of STD, FMLA, and PPL leave consisting of the remaining 5 weeks of Childbirth Recovery Leave and 5 weeks of Care and Bonding Leave, which will be used to supplement the STD payments.
 - Andrew adopts a new baby and is eligible for PPL under this policy as well as FMLA leave. Because he did not give birth, Andrew is not eligible for STD, but he is eligible for 12 weeks of FMLA and he is eligible for 5 weeks of PPL Care and Bonding Leave under this policy. Also, Andrew has 2 weeks of vacation time accrued and unused and no sick time accrued and unused at the time of the adoption. Andrew timely requests FMLA leave for a total of 6 weeks off. Andrew also timely requests use of PPL for 5 weeks and use one week of his vacation time during his FMLA leave, which would otherwise be unpaid leave. Andrew will be on PPL and FMLA for the first 5 weeks pursuant to this policy as PPL and FMLA run concurrently. After 5 weeks on FMLA and PPL, Andrew will exhaust his PPL; however, he has requested and received approval for use of 1 week of vacation during his 6 weeks of FMLA leave. Through the combination of PPL and vacation pay, Andrew's 6 weeks of FMLA leave would be paid as opposed to unpaid.
3. Documentation must be requested to substantiate a need for PPL. For PPL Care and Bonding Leave, the documentation shall identify the employee as a legal parent to the child and/or should substantiate the employee's status as a foster parent. For Care and Bonding Leave, employees must provide the following documentation: a birth certificate, an amended birth certificate based on a court order, or a court order. For Childbirth Recovery Leave, employees must provide the following documentation: a birth certificate or medical certification including discharge papers from the hospital.
 4. Employees seeking use of PPL must make a request to Human Resources at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as

soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by Human Resources to substantiate the request.

5. PPL counts as hours of pay but does not count as hours of work for overtime purposes. Approval of PPL following the birth or adoption of a child pursuant to this policy is limited to an amount necessary to bring the employee to 100% of their base hourly rate for the period during which the employee is on approved PPL. If a part-time employee qualifies for PPL, the PPL benefit will be prorated based on 100% of the part-time employee's base rate of pay. The employee base hourly rate for purposes of this policy will be calculated using employee annual gross earnings from CPA during the tax year prior to using PPL.
6. The annual gross earnings is calculated from the income box on the employee W-2 form, which reports wages, tips and other compensation from CPA for federal income tax purposes. It includes employee income before taxes and any deductions for pre-tax contributions to a Section 125 Plan, flexible spending account, Section 401K Plan, or qualified deferred compensation plan. It **does not** include:
 1. Any CPA contributions to a deferred compensation plan;
 2. Income received from any car, housing or moving allowance; or
 3. Income from a source other than CPA.
7. The employee base hourly rate will then be calculated based upon the employee's average number of regularly scheduled hours of work in the workweek, in the employee's regularly assigned job classification, based upon the immediately preceding 6-month period. If an employee did not receive a W-2 form from CPA prior to using PPL leave, the employee base hourly rate will be figured by averaging the weekly gross earnings received during the actual period of employment, as shown on CPA's financial records.
8. For employees who are eligible for short term or long-term disability during PPL, CPA expects employees to apply for and receive benefits from CPA's short- or long-term disability programs. An employee's eligibility to use or an employee's availability of accrued, unused sick or vacation time does not impact the employee's ability to apply for and/or receive approval of PPL; however, PPL, FMLA, and STD/LTD leave run concurrently regardless of whether an employee has requested PPL. If an employee is on FMLA leave and is eligible for multiple wage replacement/supplemental income benefits, benefits will be applied in the following order: STD/LTD, PPL, sick, vacation. Unpaid leave will not be provided or apply, under any CPA policy, until all available paid benefits are exhausted.
9. Under no circumstances shall an employee ever receive more than 100% of their base hourly rate between use of sick pay, vacation pay, short- or long-term disability benefits, and PPL or any other supplemental/replacement wage benefit. Any amounts the employee receives for short- or long-term disability will be applied and

provided to employee before PPL benefits are provided and PPL benefits will be used to supplement short- and long-term disability only under circumstances where an employee is not receiving 100% of the employee's base hourly rate on short- or long-term disability. In no case shall the approval of PPL cause the employee to receive compensation, supplemental income, or wage replacement in excess of 100% of their base hourly rate of pay while on PPL or any other approved leave of absence.

10. Employees may not use any unused PPL for the purposes of CPA's Vacation Buyback.
11. The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of PPL granted for that event or granted within a one-year period. In addition, in no case will an employee take more than 7 weeks of Childbirth Recovery Leave and 5 weeks of Care and Bonding Leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame. Also, if an employee is ineligible for PPL Care and Bonding Leave at the time the employee's child is born or placed for adoption or foster care, but later becomes eligible for PPL Care and Bonding Leave, the employee may request and receive approval for PPL Care and Bonding Leave upon becoming eligible, provided this eligibility occurs within the one (1) year period following the birth or placement of the child for adoption or foster care. If an employee is ineligible for PPL Childbirth Recovery Leave at the time the employee's child is born, but later becomes eligible for PPL Childbirth Recovery Leave, the employee may request and receive approval for PPL Childbirth Recovery Leave upon becoming eligible provided the leave is within the first seven (7) weeks immediately following the birth of the employee's child. If this occurs, CPA will approve the leave only for the portion of the seven (7) week period remaining as the seven (7) week period begins on the first full calendar day following the birth of the employee's child.
12. If an official CPA holiday occurs during an employee's PPL, the employee will receive holiday pay in lieu of a PPL day, provided the employee is in pay status the day before and the day after the official CPA holiday. Otherwise, the holiday will be counted toward the PPL leave period.
13. CPA will continue to pay its share of the cost of an employee's group health insurance during a PPL. The employee's share of the premium will be deducted from the employee's pay in accordance with normal practice. In the event that an employee does not have wages sufficient to cover the cost of their share of the premium during PPL, the employee is responsible for sending payment for their portion of the insurance premiums to CPA, most commonly sent as a paper check via the mail. Any questions regarding PPL benefits should be directed to Human Resources.
14. Should an employee not return to work at the conclusion of an approved PPL, they will be considered to have voluntarily terminated their employment with the CPA. However, additional leave may be available in certain circumstances for extenuating

medical needs. In such cases, employees must contact Human Resources before the end of their leave to explore their options.

III. APPLICABILITY:

This policy applies to all CPA Employees.

IV. EXCEPTIONS:

Exceptions to this policy require the prior approval of the Port Director and VP, Human Resources or designee.

V. RESPONSIBILITY:

Human Resources has the responsibility for maintaining and updating this policy.

VI. REFERENCES

- A. Family Medical Leave Act Policy, POL-2014-013-HRO-3
- B. Leaves of Absence Policy, POL-2014-012-HRO-3
- C. Agreement to Complete 12-Week Work Obligation

VII. ATTACHMENTS

- A. Agreement to Complete 12-Week Work Obligation Form

***Approval Page**

Name	Title	Signature	Date
Amanda Brailsford-Urbina	Vice President, Human Resources, Recreation and Customer Experience (Functional Area Director)		
George P. Kistner III, FCRM, CPE	Assistant Director, Records, Archives and History (Document Control & Compliance Representative)		
Craig Langley	Vice President, General Counsel (Legal Representative)		
Harold Bistline	Port Attorney (Commission Legal, If Applicable)		
Captain John W. Murray	Canaveral Port Authority Port Director/CEO		
Micah Loyd	Canaveral Port Authority Commission Chairman		

^B In cases where policy will have employee implications, the VP, Human Resources must sign-off on policy.

Revision History Page

Revision	Effective Date	Changes Made (initial release, *minor amendment, revision, policy review w/revision, **policy review w/o revision)	Briefly explain the purpose/reason for revision
0	August 23, 2024	Initial Release	Policy Creation

*If change is minor amendment, then only the Assistant Director, Records, Archives and History is required to review and sign.
Minor Amendment: Any change to an existing document that is limited to a clerical or grammatical change or correction that does not change the intent, scope, application or meaning of the document.

**If no change to policy, Assistant Director, Records, Archives and History is only required to verify and sign.

Assistant Director, Records, Archives and History Approval	Date

Return to Work Commitment

Employees must return to CPA following the conclusion of PPL leave for 12 weeks and physically work a minimum of 480 hours (prorated for part-time). An employee will be responsible for repayment if the commitment is not fulfilled. The repayment will first be deducted from the employee's vacation leave.

Agreement to Complete 12-Week Work Obligation

I, _____, understand that the usage of paid parental leave requires that I complete a 12-week work obligation at the CPA when I conclude using paid parental leave granted in connection with Childbirth Recovery Leave and/or Care and Bonding Leave.

I agree to return to work and complete the required 12 weeks of work. I understand that 12 weeks of work will be converted to hours of work based on the average number of regularly scheduled hours of work in the workweek, in my regularly assigned job classification, based upon the immediately preceding month period before paid parental leave was taken.

I understand that the required 12-week work obligation is fixed and not proportionally reduced if I use less than 12 weeks of paid parental leave. I understand that only actual work periods when I am on duty (during my normal schedule) will count toward the 12-week work obligation. I understand that periods (paid or unpaid) of leave and time off (including holiday time off) do not count towards the completion of the 12-week work obligation.

I understand that only work performed after use of paid parental leave concludes counts toward the 12-week work obligation. I understand that any period(s) of work during intermittent usage of paid parental leave (i.e., work performed prior to the conclusion of the use of paid parental leave) does not count toward the 12-week work obligation.

I understand that, if I fail to return to work and fully complete the required 12-week work obligation, CPA may require a reimbursement equal in amount to the total amount of any contributions paid by CPA on my behalf to maintain my health insurance coverage during that period of time, unless I meet statutory conditions that bar application of such a reimbursement requirement. If I do not meet those conditions and if CPA determines that reimbursement must be made, I understand that it must seek collection of the full amount and that there is no authority for a partial waiver of the amount owed.

I understand that, if I separate from CPA before completing that obligation, such separation is considered to be a failure to meet that obligation. I understand that, in that circumstance, I will not be allowed to complete the work obligation at a later time.

If CPA determines that the reimbursement requirement applies, I agree to make the required reimbursement to that CPA may withhold those sums owed from my last paycheck and/or are permitted to offset any benefits owed at the time of separation (i.e. vacation pay or sick pay) to recover the amount owed.

Employee's Signature _____ Date: _____

*Note: Employee's paid parental leave request must be attached to this work obligation agreement.

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	4.A
Department:	Information Technology
Request Action:	Consideration of authorizing staff to issue purchase orders to Skyhelm, LLC, pursuant to continuing contract PUR-RFP-21-1, for the FY24 Port-wide Network Switch & Wireless Hardware recapitalization project in an amount not to exceed \$235,785. (Mark Lorusso, Kirill Pannin)
<p>Summary Explanation & Background: The FY24 Port-wide Network Switch & Wireless Hardware recapitalization project replaces core and edge network switching hardware at or beyond its 5-year life cycle at Cruise Terminals 5 and 6. The network equipment is critical infrastructure required to connect devices such as computers, phones, and IoT devices within buildings and facilities to applications and services (email, internet, phone services, business apps etc.). This project is part of an annual effort by ITS network staff to recapitalize 25% of the network to ensure high availability of network services to our users, customers, and partners.</p> <p>Purchase orders shall be issued to Skyhelm, who was awarded a continuing contract and approved by the Board at the Commission meeting on March 24, 2021 (On-Demand IT Professional Services for Federal PSGP Related Projects RFP, PUR-RFP-21-1). Canaveral Port Authority ITS will procure the required network hardware, licensing, warranty, and professional services from Skyhelm in an amount not to exceed \$235,785.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$235,785 is included in the FY24 Capital Budget. No change is required. Project 1380 - Other Computer Equipment

Attachments:

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	4.B
Department:	Information Technology
Request Action:	Consideration of authorizing staff to issue purchase orders to Skyhelm, LLC, pursuant to continuing contract PUR-RFP-21-1, for the FY24 Network Border Routers recapitalization project in an amount not to exceed \$115,000. (Mark Lorusso, Kirill Pannin)
<p>Summary Explanation & Background: The FY24 Network Border Routers recapitalization project replaces the internet border routers and switching equipment. This network equipment is critical infrastructure required to connect CPA to the Internet. The existing equipment has reached end-of-life and is due to be replaced per our capital replacement plan. Replacement ensures high availability of network services to our users, customers, and partners.</p> <p>Purchase orders shall be issued to Skyhelm, who was awarded a continuing contract and approved by the Board at the Commission meeting on March 24, 2021 (On-Demand IT Professional Services for Federal PSGP Related Projects RFP, PUR-RFP-21-1). Canaveral Port Authority ITS will procure the required hardware, licensing, warranty, and professional services from Skyhelm in an amount not to exceed \$115,000.</p> <p>The total NTE amount of \$115,000 is included in the FY24 Capital Budget and no increase is required.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$115,000 is included in the FY24 Capital Budget. There is no change required. Project 1380 - Other Computer Equipment

Attachments:

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	4.C
Department:	Information Technology
Request Action:	Consideration of approving staff to issue purchase orders for the Cruise Terminal 5 Video Content System and Digital Signage project in an amount not to exceed \$150,000 (Mark Lorusso, Kirill Pannin).
<p>Summary Explanation & Background: The FY24 Port-wide Cruise Terminal 5 Video Content System and Digital Signage project adds digital signage displays to the terminal.</p> <p>The system displays the cruise lines' content on commercial grade televisions for passenger wayfinding, security screening messaging, and marketing/entertainment videos in the seating areas. The cruise lines use the system to digitally brand the terminal.</p> <p>Purchase orders for the Audio/Visual scope shall be issued to IM Solutions (Melbourne) pursuant to continuing contract On-Demand IT Professional Services RFP-24-5 approved by the Board at the July 15, 2024 Commission meeting.</p> <p>Purchase orders for the Low Voltage Communications scope shall be issued to Morse Communications (Melbourne) pursuant to continuing contract On-Demand IT Professional Services for Federal PSGP Related Projects RFP-21-1 approved by the Board at the March 24, 2021 Commission meeting.</p> <p>Budgetary breakdown by category and vendor:</p> <p>Category 2 Low Voltage Communications: \$14,000 Category 6 Audio Visual Systems (Pro AV): \$111,000 20% Contingency: \$25,000 Total NTE Cost: \$150,000</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$150,000 is included in the FY24 Capital Budget. There is no change required. Project 1640 - CT Furniture/Equipment

Attachments:

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	4.D
Department:	Information Technology
Request Action:	Consideration of approving staff to issue purchase orders for the recapitalization of the Public Safety and Security conference rooms' presentation and conferencing systems in an amount not to exceed \$120,930. (Mark Lorusso, Kirill Pannin)
<p>Summary Explanation & Background: This project refreshes the conference room presentation and conferencing systems in three conference rooms utilized by Public Safety and Security. The conference rooms are located in the Maritime Center and IMOC and the technology currently in use was installed in 2011.</p> <p>The two conference rooms at the Maritime Center are used by CPA staff for daily meetings and large-scale events requiring the incident command system (ICS). The conference/training room at the IMOC is primarily utilized by first responders (BCSO, CFR, etc.) for meetings, training, and incident command. The technology refresh will facilitate in-room presentations and virtual presentations.</p> <p>Purchase orders for the Audio/Visual scope shall be issued to IM Solutions (Melbourne) pursuant to continuing contract On-Demand IT Professional Services RFP-24-5 approved by the Board at the July 15, 2024, Commission meeting.</p> <p>Purchase orders for the Low Voltage Communications scope shall be issued to Morse Communications (Melbourne) pursuant to continuing contract On-Demand IT Professional Services for Federal PSGP Related Projects RFP-21-1 approved by the Board at the March 24, 2021, Commission meeting.</p> <p>Budgetary breakdown by PUR-RFQ-24-5 category and vendor:</p> <p>Category Low Voltage Communications (Morse Communications): \$9,603 Category 6 Audio Visual Systems (IM Solutions): \$111,327 Total NTE Cost: \$120,930</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of \$120,930 is included in the FY24 Capital Budget. There is no change required.

Attachments:

Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	5.A
Department:	Real Estate
Request Action:	Consideration of approving a First Amendment to Commercial Lease Agreement with Brevard Achievement Center Enterprises, LLC (“BAC”) for the lease of approximately 3,156 square feet of office/warehouse space located at 405 Atlantis Road, Building B, for a period of three (3) years. This document has been reviewed and approved by General Counsel. (Mark Milisits)
<p>Summary Explanation & Background: Brevard Achievement Center Enterprises, LLC provides Port-wide janitorial and cleaning services for Canaveral Port Authority. They have been occupying approximately 3,156 square feet of mixed-use office and warehouse space (556 square feet office and 2,600 square feet warehouse) in the Port Canaveral International Commerce Center since October 2019.</p> <p>Tenant: Brevard Achievement Center Enterprises, LLC Lease Address: 405 Atlantis Road (Suites F117, F121 and F123) Size: 3,156 SF Term: Three (3) years (October 1, 2024 - September 30, 2027) Extension Option: One (1) option for a period of twelve months Use: Administrative office and general warehouse storage Total Lease Revenue: \$179,087, including CAM/PIF Capital Improvements: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[BAC - First Amendment.pdf](#)

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the “**Amendment**”) is entered into, executed, and delivered as of this ____ day of _____, 2024 (the “**Effective Date**”), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (“**Landlord**”), and **BREVARD ACHIEVEMENT CENTER ENTERPRISES, LLC**, a Florida limited liability company (“**Tenant**”). Landlord and Tenant are at times hereinafter referred to respectively as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Landlord and Tenant are parties to that certain Commercial Lease Agreement dated February 26, 2020 (the “**Lease**”), for the lease of Premises, as more particularly described in the Lease;

WHEREAS, the Parties which to amend the Lease as provided herein; and

WHEREAS, any term not otherwise defined herein, shall have the meaning as set forth in the Lease.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as of the date hereof as follows:

1. **Recitals**. The Parties hereby acknowledge the accuracy of the above recitals and incorporate the same as substantive provisions of this Amendment.

2. **TERM**. Section 2.1 is hereby modified as follows:

2.1 **Lease Term**. The term of this Lease shall be extended for three (3) years and shall expire on September 30, 2027. The initial Term, together with this extension, shall hereinafter be the “**Term**”.

3. **Extension Option**. Section 2.5 of said Lease is hereby deleted and replaced with the following:

2.5 **Extension Option**. Subject to Landlord’s approval, in Landlord’s sole discretion, Tenant shall have the option as hereinafter provided, to further extend the term of this Lease (the “**Extension Option**”) for one (1) year (hereafter referred to as the “**Extension Period**”) upon the following terms and conditions:

(i) If Tenant desires to exercise the Extension Option, it must notify Landlord, in writing (the “**Extension Notice**”) no later than sixty (60) days prior to the expiration of the

then-current Term. The failure by Tenant to exercise the Extension Option on or before such time, for whatever reason, shall result in the automatic termination of the Extension Option. Landlord shall notify Tenant within thirty (30) days whether or not Landlord agrees to extend the Term.

(ii) Tenant shall not be entitled to exercise the Extension Option if Tenant shall be in default in the performance of any of the terms and conditions contained in this Lease, either at the time of its attempted exercise of the Extension Option or at the proposed time of commencement of the Extension Period.

(iii) Upon the proper exercise by Tenant of the Extension Option and subject to Landlord's approval, and provided that the Extension Option has not been terminated pursuant to Section 2.5 (ii) above, the term of this Lease shall be extended for the Extension Period, which Extension Period shall commence at 12:01 a.m. on the day after the expiration of the Term and shall end at 11:59 p.m. on the last day of the month after such commencement, without any further action of Landlord and Tenant.

(iv) The extension of the Term pursuant to an Extension Option shall contain the same terms and conditions as those for the Term, as if the term of this Lease had been through the end of the Extension Period.

4. Section 3.1 (**RENT**) is hereby modified as follows:

Year	Monthly Base	Monthly PIF/CAM	Total Monthly*
Oct. 1, 2024 – Sept. 30, 2025	\$4,208.00	\$526.00	\$4,734.00
Oct. 1, 2025 – Sept. 30, 2026	\$4,418.40	\$552.30	\$4,970.70
Oct. 1, 2026 – Sept. 30, 2027	\$4,639.32	\$579.92	\$5,219.24
Extension Period	5% Increase		

*plus applicable sales tax, subject to change at any time by governmental authority

5. **SECURITY DEPOSIT.** Section 4 is hereby modified as follows:

4. **Security Deposit.** Tenant has on deposit with Landlord the amount of Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) as security for Tenant's faithful performance of the obligations of the Lease. Prior to the execution of this Amendment, Tenant shall remit an additional One Thousand Seven Hundred Seventy-Five and 81/100 Dollars (\$1,775.81) in cash or other form acceptable to Landlord, in its sole discretion, for a total security deposit of Five Thousand Three Hundred Seventy-Five and 81/100 (\$5,375.81), hereinafter the "**Security Deposit**".

6. **No Other Modifications.** Except as amended or modified hereby, all other terms of the Lease shall remain unaltered and in full force and effect.

7. **Authority.** The Parties hereto warrant and guarantee that each person whose signature appears hereon has been duly authorized and has full authority to execute this Amendment on behalf of the person, persons, or entity for whom such signature is indicated.

8. Counterparts; e-Signatures. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Amendment by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Amendment by such party.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the last date written below.

“LANDLORD”:

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Micah Loyd, Chairman

ATTEST: _____
Jerry W. Allender, Secretary/Treasurer

Date: _____

(CORPORATE SEAL)

[SIGNATURES CONTINUED NEXT PAGE]

“TENANT”:

BREVARD ACHIEVEMENT CENTER ENTERPRISES, LLC, a Florida limited liability company,

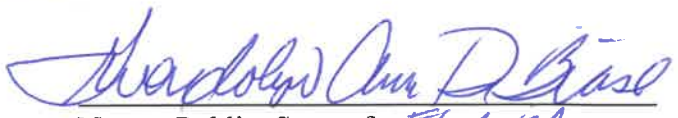
By: 

Name: Carl Stephens
As Its: Vice President of Operations

Date: 8/7/2024

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 7th day of August, 2024, by Carl Stephens, Vice President of Operations, BREVARD ACHIEVEMENT CENTER ENTERPRISES, LLC, a Florida limited liability company, who is known to me personally or produced _____ as identification.


Notary Public, State of FLORIDA

Gwendolyn Ann DiBiase
Printed Name of Notary Public
My commission expires: 10/17/2025



GWENDOLYN ANN DIBIASE
Notary Public
State of Florida
Comm# HH187397
Expires 10/17/2025

AMERICAN
SOCIETY OF
MUSICIANS
LOCAL 47



Meeting Date

August 21, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	5.B
Department:	Information Technology
Request Action:	Consideration of approving a License Agreement for Underground Telecommunications Facilities between the CPA and Level 3 Communications, LLC (“L3”) (the “License”). The License allows L3 to maintain and repair its existing telecommunications facilities across CPA-owned property. Authorize staff to execute the License subject to approval by General Counsel. (Michael Zeiler)
<p>Summary Explanation & Background: Pursuant to a prior license agreement between the CPA and L3, L3 maintains a fiber optic line (the “Facilities”) that enters CPA-owned property by way of Atlantic Road, crosses George King Boulevard west of Cruise Terminal 2 and continues north crossing the harbor to service Cape Canaveral Space Force Station. This License will reauthorize these existing Facilities. The initial term is one (1) year with four (4) automatic extension options. Either party has the right to terminate by providing written notice not less than 60 days prior to an annual extension. The License further provides insurance and indemnity requirements as well as end of term obligations for L3 to remove its Facilities and restore the licensed area. Revenue: \$8,600/year Adjustments: 3% annually Capital Improvements by CPA: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

LICENSE AGREEMENT
(Underground Telecommunication Facilities)

THIS LICENSE AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 (the “**Effective Date**”) by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (“**Licensor**”), and **LEVEL 3 COMMUNICATIONS, LLC**, a Delaware limited liability company (“**Licensee**”). From time to time, the Licensor and Licensee are sometimes referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, Licensor is the owner of a certain real property generally located in the County of Brevard, State of Florida, and further described and depicted on the drawings in **Exhibit “A”**, attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, pursuant to that certain License Agreement between the Parties dated April 1, 2014 (the “**Previous Agreement**”), Licensee installed and maintains telecommunications facilities upon the Property;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the mutual terms and conditions pursuant to which Licensor will continue to permit Licensee the right to locate and operate its Facilities (as defined below) upon the Property.

TERMS

NOW THEREFORE, in consideration of the foregoing recitals, which are by this reference incorporated herein, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive right to install, maintain, operate, repair, renew, replace, and remove Licensee’s fiber optic communications facilities, generally consisting of multiple underground conduits, cables, wires, surface location markers, manholes, handholes, vaults, and other appurtenances for similar uses (the “**Facilities**”), from time to time as Licensee reasonably may require upon, in, over, under, and across certain portions of the Property, together with rights of ingress, egress, and access thereto. The portions of the Property to which the License applies shall be such location as more fully described and depicted on **Exhibit “A”**, attached hereto and incorporated herein by reference (the “**Licensed Area**”).

2. Term/Termination.

a) Term. The initial term of this License will commence on the Effective Date and shall continue in effect for a period of twelve (12) months (the “**Initial Term**”). This License will automatically extend for up to four (4) twelve (12) month period(s) (each, an

“**Extension Period**”) unless terminated by either Party by providing written notice to the non-terminating Party not less than sixty (60) days prior to the expiration of the then-existing Term. The Initial Term and any properly exercised Extension Period(s) shall be collectively known as the “**Term**”.

b) Termination With Cause. This License may be terminated for cause immediately upon notice to the non-terminating party in the event of: (i) a material breach by the other party, its employees, contractors, or agents of any covenant or obligation of the other party under this License which, if remediable, has not been remedied within thirty (30) days after delivery of written notice of such material breach; (ii) any negligent or wrongful act or failure to act of either party, its employees, contractors, or agents; (iii) any material misstatement or omission in connection with any representation or warranty of the other party under this License; or (iv) failure of Licensee to power its Facilities down due to a safety risk.

3. Previous Agreement. This Agreement shall supersede and replace the Previous Agreement. As consideration for Licensee’s utilization of the Licensed Area for an uninterrupted period commencing upon the expiration of the Previous Agreement on March 31, 2019 through the Effective Date hereof, on or before the Effective Date, the Licensee shall submit to Licensor payment of Thirty Five Thousand and NO/100 Dollars (**\$35,000**) (“**Retroactive Payment**”) for Licensee’s use of the Licensed Area as if the term of the Previous Agreement had been mutually extended.

4. License Fee; Annual Adjustments. On or before the Effective Date, the Licensee shall pay to the Licensor for the Initial Term and on each Extension Period thereafter a fee of Eight Thousand Six Hundred NO/100 Dollars (**\$8,600**) for its permitted use of the Licensed Area (the “**License Fee**”). The License Fee shall be increased annually by three percent (3%).

5. Improvements; Maintenance and Repairs.

a) No Facilities, structures, conduit, fixtures, or other improvements shall be installed in or upon the Licensed Area without prior written approval and coordination from Licensor’s Information Technology Department <CPA.IT@portcanaveral.com>.

b) Installation and maintenance of the Facilities shall be done at Licensee’s sole cost and expense, with the use of contractors having the Licensor’s prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

c) Licensee agrees to promptly repair any damage caused by or arising from Licensee’s use of the Licensed Area, including but limited to any damage to Licensor’s property. The liability for any such damage, if committed, shall be the liability of Licensee.

d) Upon Licensor’s written request, Licensee shall provide to Licensor an as-built survey depicting its Facilities located upon the Property.

6. End of Term Obligations. It is understood and agreed that until the date that this License expires by its terms or is terminated, the Facilities remains the property of the Licensee and Licensee shall have the right to remove the same at any time during the Term. Licensee shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of the License, remove the Facilities, including conduits, fixtures, and all personal property and restore the Licensed Area to its condition immediately preceding installation of the Facilities, reasonable wear and tear and casualty damage excepted. If not so removed, Licensee shall pay to Licensor the actual and reasonable costs of removal. The Licensor shall not be responsible for the condition or storage of any of the Facilities which Licensee did not timely remove. In the alternative, the parties may mutually agree to abandon the Facilities in place.

7. Interference. Licensor shall have the right to make any use of the Licensed Area for any purpose so long as such use is not inconsistent with the rights herein conveyed to Licensee, or which otherwise interferes with the use of the Licensed Area by Licensee for the purposes stated herein.

8. Licensor's Representations and Warranties. Licensor represents and warrants to Licensee as follows:

- a) Licensor has full legal right and authority to enter into, execute and deliver this Agreement and grant the rights to Licensee contemplated herein;
- b) this Agreement constitutes a legal, valid and binding obligation enforceable against Licensor in accordance with its terms;
- c) the execution of this Agreement is not violative of any charter, by-laws or any law, regulation or agreement by which Licensor is bound or to which it is subject; and
- d) Licensor has good and marketable fee-simple title to the Licensed Area and an insurance policy covering the Licensed Area, issued by a reputable title insurance company.

9. Licensee's Covenants. Licensee represents and warrants to Licensor as follows:

- a) Licensee has full legal right and authority to enter into, execute, and deliver this Agreement;
- b) This Agreement constitutes a legal, valid, and binding obligation enforceable against Licensee in accordance with its terms; and,
- c) The execution of this Agreement is not violative of any charter, by-laws, or any law, regulation, or agreement by which Licensee is bound or to which it is subject.

10. Default. If either party fails to comply with any other term, provision or covenant of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from the other party, then the non-defaulting party may terminate this Agreement by giving written notice of such termination to the other party.

11. Indemnification and Insurance.

a) Licensee agrees to indemnify, defend, and hold harmless Licensor and its principals, officers, directors, affiliates, successors, assigns, agents, contractors, and employees from and against any and all third party costs, claims, demands, judgments, liabilities or damages (including attorneys' fees) for any injury, loss, or damage to any third party, tangible property or facilities of any third party to the extent arising out of or resulting from the negligence or willful misconduct of Licensee, its officers, employees, servants, affiliates, agents, contractors, licensees, invitees, and vendors in connection with the performance by Licensee of its obligations or the exercise by Licensee of its rights under this Agreement. Licensee's indemnification obligations will not apply to any costs, claims, demands, judgments, liabilities or damages to the extent they arise from the negligence or willful misconduct of Licensor. Nothing contained herein shall be construed as a waiver of Licensor's sovereign immunity under Florida Statutes §768.28.

b) Licensor agrees to promptly provide Licensee with notice of any claim that may result in an indemnification obligation hereunder. The Licensee may defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

c) The indemnification obligations contained in this section shall survive the expiration or termination of this Agreement.

d) Throughout the Term, Licensee shall maintain commercially reasonable insurance, including Commercial General Liability insurance with a combined single limit of \$2,000,000.

12. Notices. Any notices to be given with respect to this Agreement must be in writing and will be deemed to have been duly given when delivered by hand, or sent by reputable overnight courier, or mailed with the United States Postal Service by certified or registered mail, postage prepaid return receipt requested, to the party's address set forth below. Either party may change its address for the purpose of notice by providing the other party with notice of the new address.

If to Licensor: Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn.: VP, Information Technology

With copy to (same address):

Attn.: VP & General Counsel

If to Licensee: Level 3 Communications, LLC
Network Infrastructure Services

931 14th Street
Denver, CO 80202

With a copy to:

Level 3 Communications, LLC
931 14th Street
Denver, CO 80202
Attn.: General Counsel

13. Assignment. Licensee may transfer or assign the License to any entity that controls, is controlled by or is under common control with Licensee, or to any entity which succeeds to all or substantially all of Licensee's assets whether by merger, sale or otherwise, provided that the assignee assumes in full the obligations of Licensee under this Agreement.

14. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and the Parties agree that the terms and performances of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and enforced in the courts of Brevard County, Florida.

15. Entire Agreement. This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Licensor and Licensee that modify, alter, or amend this Agreement.

16. Severability. If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original and all of which will constitute one agreement. Execution and delivery of this Agreement by electronic exchange bearing the copies of a Party's signature shall constitute a valid and binding execution and delivery of this Agreement by such Party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date by the signatures of their authorized representatives below.

“LICENSOR”:

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Capt. John W. Murray
Port Director & CEO

Date: _____, 2024

[SIGNATURES CONTINUED NEXT PAGE]

“LICENSEE”:

LEVEL 3 COMMUNICATIONS, LLC, a
Delaware limited liability company,

By: _____

Name: _____

As Its: _____

Date: _____, 2024

Exhibit "A"

Licensed Area

