BOARD OF COMMISSIONERS MEETING
of the
PORT OF PALM BEACH DISTRICT

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

Regular Board of Commissioners Meeting Agenda
4:00 PM
Thursday, October 19, 2023
One East 11th Street – 6th Floor
Riviera Beach, Florida 33404-6921

- THIS MEETING IS OPEN TO THE PUBLIC -

Chair Jean L. Enright
Vice-Chair Wayne M. Richards - Secretary/Treasurer Deandre J. Poole
Commissioner Blair J. Ciklin
Commissioner Varisa Lall Dass
Executive Director Michael Meekins
Port Attorney John J. Fumero

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

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

A. CALL TO ORDER / ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. ADDITIONS, DELETIONS AND REORGANIZATIONS OF THE AGENDA

D. APPROVAL OF AGENDA

E. APPROVAL OF THE MINUTES

E.1. Approval of the Minutes
Suggested Action: The Minutes from the September 21, 2023, Board of Commissioners Regular Meeting are attached for your review and approval.

F. PRESENTATIONS AND ANNOUNCEMENTS

F.1. Presentation from City of Riviera Beach, Councilwoman, Shirley D. Lanier
Suggested Action: Listen to presentation by Shirley D. Lanier, Councilwoman with City of Riviera Beach.

F.2. Presentation from Friends of Foster Children of Palm Beach County, Inc.
Suggested Action: Listen to presentation by Jane Richardson, Executive Director of Friends of Foster Children of Palm Beach County, Inc.

F.3. Presentation from Meals on Wheels of the Palm Beaches
Suggested Action: Listen to presentation by Maura Sartory, Director of Special Events with Meals on Wheels of the Palm Beaches, Inc.

G. CONSENT AGENDA

G.1. Financial Statements for the month ended July 31, 2023 (FY23)
Suggested Action: Motion to approve Financial Statements for the month ended July 31, 2023 (FY23).

G.2. Financial/Operation Performance Reports for the Month Ended July 31, 2023 (FY23)
Suggested Action: Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended July 31, 2023 (FY23).

G.3. Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for July 2023 (FY23)
Suggested Action: Motion to approve the Cash and Investment Balances, MARAD & FDOT Seaport Grants Status and American Express Monthly Statement of Charges – July 2023 (FY2023).

G.4. Active Contract Report
Suggested Action: None. Informational item only.

G.5. Master Banking Services Agreement with Wells Fargo Bank, N.A.
Suggested Action: Motion to approve First Amendment to Master Banking Services Agreement with Wells Fargo for fiscal year 2023/24 banking services.

G.6. Resolution 2023-08
Suggested Action: Motion to approve Resolution No.2023-08 delegating authority to the Port Executive Director to review, consider, and or approve or deny assignment of the Classica Cruise Operator, LTD Single Vessel Operating Agreement to MV Cruises US Holdings, LLC.

G.7. Business Development & Commissioner Community Outreach
Suggested Action: Port staff respectfully requests consideration and ratification/approval for purchasing of listed event tickets and donations/sponsorships.

G.8. Public Relations and Marketing
Suggested Action: Informational item only.

H. DISTRICT REPORTS

H.1. Executive Director's Report
Suggested Action: Informational item only.

H.2. Governmental Affairs Report
Suggested Action: Informational item only.

H.3. Commissioner Reports
Suggested Action: Informational item only.

I. OLD BUSINESS

I.1. Litigation Update - Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.
Suggested Action: Informational item only.

I.2. Port Infrastructure Development Program RFP No. 2023-1 for Design-Build Construction Services.
Suggested Action: Motion to Request the Port of Palm Beach Commission listen to three oral presentations, make the final ranking and selection of the top ranked firm, and authorize the Executive Director to initiate negotiations with the highest ranked firm, and if negotiations are unsuccessful with the highest ranked firm, to enter into negotiations with the second and third ranked firms.

I.3. Port Infrastructure Development (PID) Program Construction Management Inspection Services
Suggested Action: Motion to approve Work Order SOW NO. 004 with HDR Engineering for Port Infrastructure Development Program (PIDP) Construction Management

Inspection Services in the not-to-exceed amount of $917,731.02.

J. NEW BUSINESS

J.1. Slip One Dredging

Suggested Action: Motion to approve Work Order 2023-004 with Kimley Horn for Slip No. 1 Maintenance Dredging bathymetric, geotechnical, diving and RFP technical specification preparation work in the not to exceed amount of $146,814.

K. COMMENTS FROM THE PUBLIC

L. COMMENTS FROM THE BOARD OF COMMISSIONERS

M. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting, Thursday, November 16, 2023 - 4:00 p.m.

N. ADJOURNMENT

NOTE: ANY PERSON WHO DESIRES TO APPEAL ANY DECISION MADE BY THE BOARD OF COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND THAT, FOR SUCH PURPOSE, HE OR SHE NEEDS TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE ITEMS LISTED FOR THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND WILL NOT BE DISCUSSED UNLESS A COMMISSIONER DESIRES TO DISCUSS AND, IN THAT CASE, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND DISCUSSED PRIOR TO THE REGULAR AGENDA ITEMS.

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Jackelin Machado
Submitting Department: Clerk's Office
Item Type: Minutes
Agenda Section: APPROVAL OF THE MINUTES

Subject:
Approval of the Minutes

Suggested Action:
The Minutes from the September 21, 2023, Board of Commissioners Regular Meeting are attached for your review and approval.

Background:
The Minutes from the September 21, 2023, Board of Commissioners Regular Meeting are attached for your review and approval.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
Yes

Action Taken:

Attachments:
September 21, 2023 Board Meeting Minutes

BOARD OF COMMISSIONERS OF THE PORT OF PALM BEACH DISTRICT

In the Matter of
PORT OF PALM BEACH DISTRICT

Regular Board of Commissioners Meeting
Action/Summary Minutes
Thursday, September 21, 2023

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

Meeting start time - 4:01 PM
Meeting Adjournment time- 4:41 PM

I certify that the foregoing proceedings and that the action/summary minutes is a true and complete record of my notes.

_____
Jackelin Machado – District Clerk

A. CALL TO ORDER/ROLL CALL
Chair Enright called the meeting to order at 4:01 PM and led the Pledge to the Flag.
Roll Call conducted by the District Clerk

Roll Call (Present):
Chair- Jean L. Enright
Vice-Chair- Wayne M. Richards
Secretary/Treasurer- Deandre J. Poole
Commissioner- Blair J. Ciklin
Commissioner- Varisa Lall Dass
Executive Director- Michael Meekins
Port Attorney- John J. Fumero

Roll Call (Absent): *N/A*

B. PLEDGE OF ALLEGIANCE – *Performed*

C. ADDITIONS, DELETIONS AND REORGANIZATIONS OF THE AGENDA
None

D. APPROVAL OF THE AGENDA
Motion by: Vice-Chair - Wayne M. Richards
Second by: Secretary/Treasurer – Deandre Poole
Board Discussion: None
Vote: Motion carried 5/0

E. APPROVAL OF THE MINUTES
Motion by: Secretary/Treasurer – Deandre Poole
Second by: Commissioner – Blair Ciklin
Board Discussion: None
Vote: Motion carried 5/0

F. PRESENTATIONS AND ANNOUNCEMENTS

F.1. Employee Service Award to Richard A. Laird
Suggested Action: Richard A. Laird will be recognized for twenty years of service at the Port of Palm Beach.
Refer to Summary page for presentation details and outcome.

G. CONSENT AGENDA
Motion by: Vice-Chair - Wayne M. Richards
Second by: Commissioner – Blair Ciklin
Board Discussion: Refer to Summary page for discussion details of G-7.
Vote: Motion carried 5/0

G.1. Financial Statements for the month ended April 30, 2023 (FY 2023)
Suggested Action: Motion to approve Financial Statements for the month ended April 30, 2023 (FY 2023).

G.2. Financial/Operation Performance Reports for the month ended April 30, 2023 (FY 2023)
Suggested Action: Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended April 30, 2023 (FY 2023).

G.3. Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for April 2023 (FY 2023)
Suggested Action: Motion to approve the Cash and Investment Balances, FDOT Seaport Grants Status and American Express Monthly Statement of Charges – April 2023 (FY2023).

G.4. Active Contract Report
Suggested Action: None. Informational item only.

G.5. Maintenance Dredging Slip One Shoal Contract – Michels Construction, Inc.
Suggested Action: Motion to approve the ratification of agreement with Michels Construction Inc. for Slip One dredging in the amount of $285,675.

G.6. Palm Beach Parking, Inc. 5th Amendment to Second Restated and Amended Parking Agreement
Suggested Action: Motion to approve 5th Amendment to Palm Beach Parking, Inc.'s agreement and authorize the Executive Director to execute.

G.7. Business Development & Commissioner Community Outreach
Suggested Action: Port staff respectfully requests consideration and ratification/approval for purchasing of listed event tickets and donations/sponsorships.

G.8. Public Relations and Marketing
Suggested Action: Informational item only.

H. DISTRICT REPORTS

H.1. Executive Director's Report by Executive Director, Michael Meekins
Suggested Action: Informational item only.
Refer to Summary page for report details.

H.2. Governmental Affairs Report by Richard Pinsky.
Suggested Action: Informational item only.
Refer to Summary page for report details.

H.3. Commissioner Reports by Commissioner Lall Dass, Secretary/Treasurer Deandre J. Poole and Chair Jean Enright
Suggested Action: Informational item only.
Refer to Summary page for report details.

I. OLD BUSINESS

I.1. Litigation Update - Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.
Suggested Action: Port Attorney to provide an update on the Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.
Refer to Summary page for update details.

I.2. Port of Palm Beach District Tariff #24B and Freight/Rail Tariff #8016-B
Suggested Action: Staff respectfully requests a motion to approve and adopt Tariff #24B and Freight/Rail Tariff #8016-B as presented, with an effective date of October 1, 2023.

Motion by: Vice-Chair - Wayne Richards
Second by: Commissioner Blair J. Ciklin
Board Discussion: None
Vote: Motion carried 5/0

I.3. Rail Modernization/Rehabilitation (Western Rail) RFP 2023-07 – Contract Award and Approval
Suggested Action: Motion to approve the evaluation committee ranking and to award contract to Gonzalez & Sons Equipment, Inc. and authorize the Executive Director to execute contract for the rail modernization/rehabilitation project in the amount of $2,132,535.

Motion by: Commissioner – Blair Ciklin
Second by: Vice-Chair - Wayne Richards
Board Discussion: None
Vote: Motion carried 5/0

I.4. Rail Modernization/Rehabilitation Construction Management Inspection Services
Suggested Action: Motion to approve amendment to Work Order 2023-03 with Kimley Horn for Rail Modernization/Rehabilitation Construction Management Inspection Services in the amount of $39,354.

Motion by: Commissioner Blair J. Ciklin
Second by: Vice-Chair - Wayne Richards
Board Discussion: None
Vote: Motion carried 5/0

J. NEW BUSINESS

J.1. Approval and Adoption of Proposed FY 2023/24 Budgets and Resolution No. 2023-07
Suggested Action:

A) Motion to approve and adopt the proposed FY 2024 Operating Budget, the Proposed FY 2024 Renewal and Replacement and Resolution No. 2023-07 approving the FY 2024 Budgets.
B) Motion to approve the transfer of $2 million from the General Revenue Account to the Renewal and Replacement Account to fully fund the projects proposed in the FY 2024 Renewal and Replacement Budget.

Motion by: Vice-Chair - Wayne Richards
Second by: Secretary/Treasurer - Deandre J. Poole
Board Discussion: None
Vote: Motion carried 5/0

J.2. Employee Group Health Insurance approval of Insurance Providers and Selection of Health Insurance Broker for FY 2025

Suggested Action:

A) The Board of Commissioners is respectfully requested to approve Gehring Group to place the Employee Group Health insurance policies recommended by management.
B) The Board of Commissioners is respectfully requested to authorize the Executive Director to sign contracts with Florida Blue 03768 for medical coverage; United Health Care Dental Plan PPO 20-5X491; Humana 140 for Vision and The Standard, for Basic Life, Supplemental Life, Short-Term Disability and Long-Term Disability.
C) The Board of Commissioner is respectfully requested to approve Gehring Group to be the Port's Broker of Record for the Employee Group Health Insurance for FY 2025.

Motion by: Commissioner - Blair Ciklin
Second by: Vice-Chair - Wayne Richards
Board Discussion: None
Vote: Motion carried 5/0

J.3. Authorization to Purchase FY 2024 General/Property Insurance Policies and Appointment of Broker for FY 2025

Suggested Action:

A) The Board of Commissioners is respectfully requested to approve the General Liability and Property Insurance proposals submitted by USI Insurance Services and to authorize USI Insurance Services to purchase these policies on behalf of the Port for Fiscal Year 2024 and to authorize the Executive Director to execute these policies on behalf of the Board of Commissioners.
B) The Board of Commissioners is respectfully requested to appoint USI Insurance Services, LLC as Broker of Record for Fiscal Year 2025.

Motion by: Vice-Chair - Wayne Richards
Second by: Commissioner – Blair Ciklin
Board Discussion: Refer to Summary page for discussion details.
Vote: Motion carried 5/0

J.4. Engineering Support Services

Suggested Action: Motion to approve the second amendment to Kimley Horn Work Order 2023-02 for PID Project Technical Support and Port Engineering Support Services for a not-to-exceed amount of $49,500.

Motion by: Commissioner – Blair Ciklin
Second by: Vice-Chair - Wayne Richards
Board Discussion: None
Vote: Motion carried 5/0

K. COMMENTS FROM THE PUBLIC

None.

L. COMMENTS FROM THE BOARD OF COMMISSIONERS

Refer to Summary page for comment details from Commissioners Varisa Lall Dass, Wayne Richards and Blair Ciklin.

M. SET NEXT MEETING DATE

Regular Board of Commissioners Meeting - Thursday, October 19, 2023 - 4:00 p.m.

N. ADJOURNMENT

Adjourned at 4:41 P.M.

SUMMARY PAGE

G. CONSENT AGENDA

G.7. Business Development & Commissioner Community Outreach

Vice-Chair Wayne Richards requested to donate the remainder of his FY23 Community Grants funds to Builders of the Highway Foundation, Inc. Likewise, Commissioner Blair Ciklin requested to donate the remainder of his FY23 Community Grants funds to the Port of Palm Beach Seafarers' Center.

H. DISTRICT REPORTS

H.1. Executive Director Report

Michael Meekins started his Executive Director's report with the cargo numbers year to date and cruise passenger count. He informed the Commission that for the next month and a half there will be a dip in cruise passengers, which is normal for this time of the year and should pick back up around Thanksgiving.

Mr. Meekins informed the Commission that the Master Plan is still on schedule and being reviewed by Palm Beach County and the State before the final approval by the Palm Beach County Board of Commissioners and is expected to be ready by December 2023.

The Port Infrastructure Development Program (PIDP) is on schedule. The Port is sending out a questionnaire to ensure that all areas were captured during the RFP process. The companies will then present to the Board at the October 19, 2023, Commission Meeting for the final selection.

The next item Mr. Meekins went over with the Commission was the Elevator Modernization Request for Proposal (RFP) which has been received and will be awarded at the next Commission Meeting. EC Fennell will have the oversight on that project. Mr. Meekins is looking forward to getting that project moving quickly.

On September 15, 2023, Mr. Meekins was scheduled to be a speaker at the Chamber of Commerce of the Palm Beaches breakfast event, however, was not able to attend due to him falling ill. Chair Jean Enright was able to take his place. Commissioner Lall Dass and Commissioner Poole were also in attendance along with more than 200 guest at the Palm Beach County Convention Center.

Mr. Meekins was pleased to announce that our Public Information Officer, Yaremi Farinas, has been selected to serve as a board director for a local nonprofit organization called Children's Healing Institute.

Mr. Meekins shared with the Commission that Port staff along with cooperation with FEC have modified train operations. What that essentially means is that we have changed the staging areas a lot further to the south and it has since stopped the road blockages on Blue Heron Boulevard and 45th street.

Lastly, Mr. Meekins presented his last item for his report which was our annual Seafarers' Care

Package Drive, which is starting on Thursday, September 21, 2023. Items collected from September 21st to October 10th will be donated to the Port of Palm Beach Seafarers' Center in support of their Christmas initiative.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes

H.2. Government Affairs Report

Richard Pinsky started his report by going over items relating to Tallahassee. The past week was the first committee week in Tallahassee. Session starts January 9, 2024, and Palm Beach County Day will be on January 10, 2024. The delegation has already talked to Yaremi Farinas about Port participation.

Mr. Pinsky mentioned that last year the Port received $500,000 for land acquisition and the funds were not located. "It was then found but we still do not have it," said Mr. Pinsky. As of now, the money is residing at the Department of Economic Opportunity. It was considered a land acquisition by Florida Department of Transportation (FDOT) because it was not Port Infrastructure.

Representative Katherine Waldron and Senator Gayle Harrell are both trying to get answers from the Department of Economic Opportunity to confirm that they indeed have the money.

The Port has been asked by the Florida Ports Council to submit a project of special note which Port staff has been working on. Mr. Pinsky states that next year they will likely come back and renew the $25,000,000 that we get every year and increase it to $50 million and then the Special Strategic Port Infrastructure money will increase from $35 million to $70 million.

The week of September 26, 2023, there was a Legislative Delegation held at the Port. The Legislative Delegation will give a better understanding of what cargo means for an export Port and what it means to the region. They will go through the tour and that will be followed by lunch on the Margaritaville Cruise Ship at the Port.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

H.3. Commissioners Report

Commissioner Varisa Lall Dass mentioned her attendance to the Business Development Board Annual Gala and the Rivera Beach Commissioner meeting.

Commissioner Deandre Poole mentioned that Chair Jean Enright did a great job speaking at the Chamber of Commerce breakfast and highlighted the Port's continuous support to the Caribbean-American for Community Involvement (CAFCI).

Chair Jean Enright thanked the Chamber of Commerce for the event and handing out free Tri-Rail passes from West Palm Beach to Port St. Lucie.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

I.1. Litigation Update: Port of Palm Beach v. Teeters Agency & Stevedoring Inc. and Monarch Shipping Co., Ltd

Port Attorney John Fumero and Executive Director Michael Meekins gave a brief litigation update. Mr. Meekins stated that the Sheriff's office was doing what he hopes to be their final inspections.

The plan moving forward is for Mr. Black from Emerge Cargo Solutions to do his advertising and then start the auction process.

Mr. Fumero thanked Director of Operations, Rick Placeres, for being very helpful in documenting all of the inventory. The Sheriff's Office has required a lot of detailed documentation in which Mr. Placeres was able to provide them with.

The Port has identified over $2 million worth of residential properties owned by the Teeters and related companies in Palm Beach and Martin counties. "We have spoke to the people who acquired the properties and their attorney to provide US documentation" Port Attorney stated.

Full report can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

J.3. Authorization to Purchase FY 2024 General/Property Insurance Policies and Appointment of Broker for FY 2025

Executive Director Michael Meekins presented this item to the Commission and explained the suggested actions. Mr. Meekins started out by saying that the increase to the Port this year was massive. "The Port is looking into forming a coalition with other Ports to go after insurance ourselves." USI Insurance Services would be authorized to purchase the Port insurance policies for Fiscal Year 2024.

One of the things that the Port is looking to do is raise our deductible from 5% to 10%. The Port of Palm Beach reached out to other Ports, and it seems that the larger Ports did not take the hit and the smaller Ports did. Mr. Meekins used Port Manatee as an example, stating that they went from $400,000 to $1,300,000.

Mr. Meekins suggested that in three years, our bonds will be paid off and at that point we will have $3,000,000 set aside in which it would be a good time to do some self-insuring and start taking control.

Part B of the suggested action has been deferred.

Full discussion can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

K. COMMENTS FROM THE PUBLIC
None.

L. COMMENTS FROM THE BOARD OF COMMISSIONERS

- Chair Jean Enright thanked Anita Mitchell from Margaritaville Cruise Line for the invitation to the Legislative Delegation Luncheon on September 26, 2023.
- Commissioner Varisa Lall Dass mentioned that we did a great job at the Chamber of Commerce breakfast.

- Commissioner Wayne Richards is pleased to work with this Board.
- Commissioner Deandre Poole encouraged the Board to continue with the good work and attend Palm Beach County Day in Tallahassee in January 2024.
- Commissioner Blair Ciklin inquired about the fulfillment of the new Port Engineer position.

Full comments can be listened to via Audio Recording on the Port of Palm Beach Website under the Commission tab/Agendas & Minutes.

M. SET NEXT MEETING DATE
Regular Board of Commissioners Meeting - Thursday, October 19, 2023 - 4:00 p.m.

N. ADJOURNMENT
Adjourned at 4:41 P.M.

Additional Annotations: The September 21, 2023, Regular Board of Commissioners Audio Recoding can be found on the Port of Palm Beach District Website: www.portofpalmbeach.com under the commission Tab / Agenda & Minutes.



Regular Board of Commissioners Meeting-Action/Summary Minutes for Thursday, September 21, 2023, Reviewed by:

_____
Michael Meekins, Port Executive Director

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Jackelin Machado
Submitting Department: Clerk's Office
Item Type: Presentations
Agenda Section: PRESENTATIONS AND ANNOUNCEMENTS

Subject:
Presentation from City of Riviera Beach, Councilwoman, Shirley D. Lanier

Suggested Action:
Listen to presentation by Shirley D. Lanier, Councilwoman with City of Riviera Beach.

Background:
City of Riviera Beach Councilwoman Shitley Lanier will discuss preliminary ideas on how to commemorate the leagcies of Dr. Martin Luther King Jr. and Former President Barack Obama using the Port's western wall that faces President Barack Obama Highway.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
No

Action Taken:

Attachments:

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Jackelin Machado
Submitting Department: Business Development / Communications
Item Type: Presentations
Agenda Section: PRESENTATIONS AND ANNOUNCEMENTS

Subject:
Presentation from Friends of Foster Children of Palm Beach County, Inc.

Suggested Action:
Listen to presentation by Jane Richardson, Executive Director of Friends of Foster Children of Palm Beach County, Inc.

Background:
Friends of Foster Children of Palm Beach County is a 501(c)(3) nonprofit organization and they live their mission everyday of “Fostering happy childhoods by enriching lives impacted by foster care.”

Friends of Foster Children is a result of a mutual merger of two longtime Palm Beach County organizations - The Foster and Adoptive Parents Association and Friends of Abused Children. This unification produced a new vision of providing services, support and education to overcome the effects of child abuse and neglect, which makes them the positive change agent needed in Palm Beach County. It is the nonprofit's hope that each of these children can experience a healthy childhood and become productive members of society.

Friends of Foster Children is committed to replacing the negative stereotypes of the child welfare system with the positive possibilities for Palm Beach County children. They are uniquely poised to be a family success center at the heart of child welfare in the community.

As a family success center, they strive to provide comprehensive advocacy for kinship, foster and adoptive caregivers to the youth in the Florida foster care system. In addition to the services they offer, they provide opportunities that enrich the whole family’s life.

As they continue to grow and develop thoughtful community partnerships, they are able to provide meaningful family enrichment activities. In the past these have included Busch Gardens for Teens, Rapids Water Park, South Florida Fair, Foster Parent Appreciation luncheon, graduation party, Thanksgiving baskets, holiday toys, performances at the Kravis Center, and more. This is a small representation of the annual opportunities available to the children.

One of the nonprofit's community partnerships is with L.O.T. Health Services. This clinic is housed in its building and offers free and reduced-cost medical services to everyone.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
No

Action Taken:

Attachments:

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Jackelin Machado
Submitting Department: Business Development / Communications
Item Type: Presentations
Agenda Section: PRESENTATIONS AND ANNOUNCEMENTS

Subject:
Presentation from Meals on Wheels of the Palm Beaches

Suggested Action:
Listen to presentation by Maura Sartory, Director of Special Events with Meals on Wheels of the Palm Beaches, Inc.

Background:
Meals on Wheels of the Palm Beaches, Inc. (MOWPB) was incorporated in 2010 by its founder, Charles B. Ring, III. Charlie saw the unmet needs of the homebound in our community and began MOWPB as part of the solution to address those needs. Deliveries began in 2011, and in that first year they delivered approximately 4,000 meals with the help of 15 volunteers. By the end of 2021-22 fiscal year, Meals on Wheels of the Palm Beaches will have delivered approximately 90,000 nutritious meals and wellness checks to homebound seniors throughout Palm Beach County.

Since its inception in 2015, the “Pie It Forward” campaign, has raised nearly one million dollars, providing 200,000 meals and wellness checks to homebound seniors throughout Palm Beach County. Everyone needs two things during Thanksgiving: a delicious pie and to give thanks by paying it forward. Over the past eight years more than 100 Palm Beach County chefs and bakers from leading country clubs, restaurants, hotels and caterers have generously donated delicious Thanksgiving pies for us to sell. “Pie It Forward” has become known as the County’s biggest and best bake sale!

Meals on Wheels of the Palm Beaches receives zero government funding and relies solely on the generosity of our community through fundraisers, grants and donations to fulfill its mission.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
No

Action Taken:

Attachments:

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Daniel Kirchman
Submitting Department: Finance
Item Type: Financial Statement
Agenda Section: CONSENT AGENDA

Subject:
Financial Statements for the month ended July 31, 2023 (FY23)

Suggested Action:
Motion to approve Financial Statements for the month ended July 31, 2023 (FY23).

Background:
Provided are the Financial Summary Flash Report and Charts; Statement of Net Position; Schedule of Revenues and Expenses – Actual and Budget; and Analysis of Expenses – (by category) – Actual and Budget by month and year to date, for the month ended July 31, 2023 (FY23).

The ten months ended July 31, 2023 (FY23), Actual YTD Net Operating Revenues increased over the prior actual FY22 by $1.56M or 10.1% and the FY23 budget by $1.58M, or 10.2%. This is primarily due to strong passenger cruise and parking activity, yacht shipments, cement and sugar.

The ten months ended July 31, 2023 (FY23), Actual YTD Net cruise line passengers and parking revenues increased approximately $1.48M versus FY23 budget or 67.2%. The FY23 passenger counts are budgeted at the contractual minimum average of 18,750/mo. and the cruise line is averaging approximately 34,362/mo. Cargo revenue is up 2.3% compared to the FY23 budget, primarily from yachts, cement, and sugar. Rent revenue is down 1.6% compared to the FY23 budget, primarily due to the vacant Teeters property.

For FY23 YTD through July 2023, the Port incurred approximately $390K in Teeters eviction expenses.

The ten months ended July 31, 2023 (FY23), Actual YTD Operating Expenses are under budget (favorable) by approximately $182K, primarily due to lower-than-expected costs for repairs and maintenance, business development, utilities, contract security and non-capital engineering fees that offset increases in salaries and benefits, and the Teeters expenses as noted above that were not budgeted.

Operating Margin (YTD FY23), which is net operating revenues less direct operating expenses, is approximately 45%. Operating Margin is a key financial indicator as it illustrates efficiency in the Port's operation by matching direct expenditures to revenues generated. Management's goal is to achieve a constant operating efficiency in excess of 50% for FY23 and future years.

Through YTD July 2023, (FY23), the Port's net income is approximately $4.37M versus the budgeted amount of $1.62M, a favorable amount of $2.75M due primarily to the cruise line passengers/parking, slight uptick in cargo, operating expense control / reductions, and strong investment earnings. Management continues to invest Port's excess cash in a U.S. Government backed money market mutual fund, which has netted a budget increase in interest income of $554K as the Federal Reserve continues to increase the Fed Fund rates. Port finance staff is projecting interest/dividend income to exceed $1.1M.

Overall, the Port is performing well when considering that the US and Caribbean economy is only growing at approximately 2 to 3% GDP, both interest rates and government borrowing are high and the Federal Reserve is trying to control inflation.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
Yes

Action Taken:

Attachments:
(1) Flash Report - FYTD 07-31-23

(2) Stmt. of Net Position @ 07-31-23

(3) Schedule of Revenues and Expenses @ 07-31-23

(4) Analysis of Expenses Summary Roll Up

PORT OF PALM BEACH
FLASH REPORT
July 30, 2023

OPERATING STATISTICS – (in Thousands)

FISCAL YEAR-TO-DATE

Description	2023	2022	% Change
Container Tonnage	1,260.4	1,264.1	(0.3)%
All Other Tonnage	878.1	812.6	7.7%
Total Tonnage	**2,138.5**	**2,076.7**	**3.0%**
TEU's	**234.0**	**229.0**	**2.2%**
Vessels - actual #	**1,203**	**1,184**	**1.6%**
Rail Cars – actual #	**12,293**	**13,255**	**(7.3)%**
Cruise Passengers	**344.2**	**97.0**	**<100%**
Cars Parked	**42.8**	**11.6**	**<100%**

CASH LIQUIDITY – (in Millions)

As of July 31, 2023

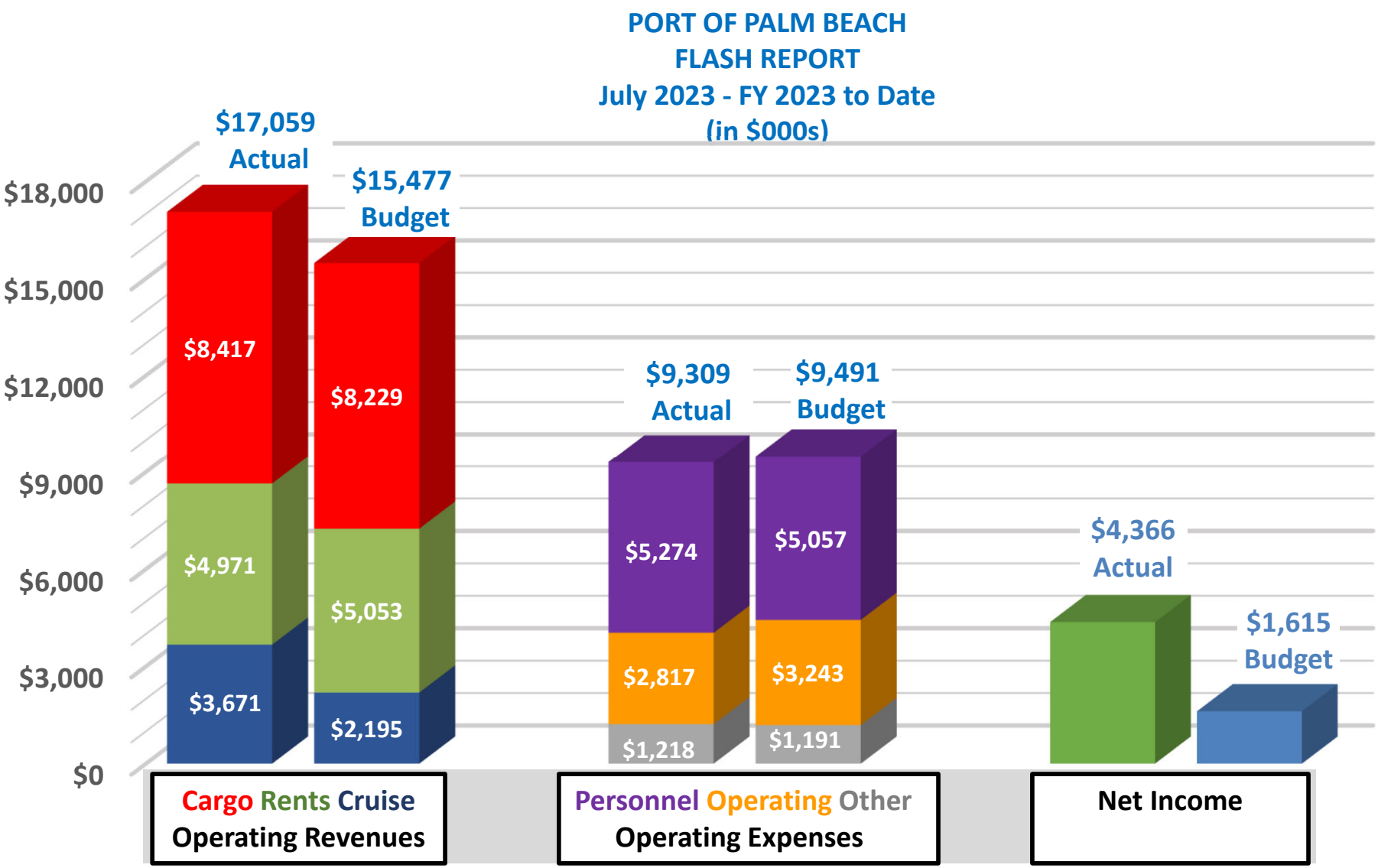
Funds	FY 23	FY 22	Change
Unrestricted	$9.6	$16.7	($7.1)
Board Designated	$20.8	$10.0	$10.8
Bond & Other Restricted	$9.1	$10.9	($1.8)
Total Funds	**$39.5**	**$37.6**	**$1.9**
Days Cash Coverage *	**799**	**739**	**60**

CAPITAL GRANT PROGRAMS - CASH REQUIRED (in Millions)

As of July 31, 2023

	Total	Port Funds
Total Capital Projects	$45.8	$18.4
Expended To Date	$ 6.6	$2.7
Balance Remaining	**$39.2**	**$15.7**

*** Based on operating budget expenses to unrestricted and Board designated funds.**



REVENUE - TOP FIVE TENANTS – (in $000s)				
Fiscal Year to Date				
	Actual FY 23	Actual FY 22	% of FY 23 Rev.	FY 23 - Tonnage
TROPICAL	$6,158.3	$6,051.4	36.1%	1,251,353
CRUISE – PASSENGS/PARKING/RENT	$3,685.5	$1,981.4	21.6%	N/A
FLORIDA SUGAR & MOLASSES	$1,242.7	$1,096.9	7.3%	545,888
PORT CONTRACTORS	$648.1	$620.9	3.8%	18,338
STONEROCK	$599.4	$612.3	3.5%	41,365

Port of Palm Beach District
Statement of Net Position
July 31, 2023
(Unaudited)

ASSETS

Current Assets:		
Cash and cash equivalents	$	30,421,142
Accounts receivable (net of allowance for uncollectables)		1,989,131
Future leases receivable		4,207,454
Grants receivable		633,155
Prepaid items		439,558
Dividends and interest receivable		87,052
Restricted assets:		
Cash and cash equivalents		9,078,571
Accounts Receivable - reimbursed expenses		4,023
Total Current Assets		**46,860,086**
Noncurrent Assets:		
Future leases receivable		23,599,826
Right to use leased office equipment (net of amortization)		21,797
Total Other Noncurrent Assets		23,621,623
Capital Assets:		
Land		29,304,281
Building and improvements		54,806,339
Slips and improvements		62,846,067
Other improvements		40,670,583
Wharf and loading ramps		13,878,765
Autos and trucks		483,777
Furniture and fixtures		256,724
Machinery and equipment		2,904,247
Computer equipment		837,828
Construction in progress		9,403,589
Less: Accumulated Depreciation		(90,007,523)
Total Capital Assets (net of accumulated depreciation)		**125,384,677**
Total Noncurrent Assets		**149,006,300**
Total Assets	**$**	**195,866,386**

DEFERRED OUTFLOWS OF RESOURCES

Deferred outflows of resources:		
Pension related items		1,507,857
Deferred loss on bond refunding, net		53,171
Total Deferred Outflows of Resources	**$**	**1,561,028**

Port of Palm Beach District
Statement of Net Position
July 31, 2023
(Unaudited)

LIABILITIES

Current Liabilities:		
Accounts payable and accrued expenses	$	1,424,265
Current portion of lease payable - office equipment		4,875
Unearned revenue		334,187
Compensated absences payable - short-term		224,397
Payable from restricted assets:		
Security deposits		775,000
Accounts payable and accrued expenses		278,756
Contracts payable		99,917
Accrued revenue bonds interest payable		634,308
Current portion of capital appreciation revenue bond interest payable		1,090,280
Current portion of revenue bond payable		2,325,274
Total Current Liabilities		**7,191,259**
Noncurrent Liabilities:		
Lease payable - office equipment	$	16,922
Compensated absences payable - long-term		224,397
Other post-employment benefits		158,975
Net pension liability		4,702,447
Restricted capital appreciation revenue bond interest payable		6,838,437
Revenue bonds payable (less unamortized bond discount and current portion)		4,774,739
Total Noncurrent Liabilities		**16,715,917**
Total Liabilities		**23,907,176**

DEFERRED INFLOWS OF RESOURCES

Deferred inflows of resources:		
Future leases		27,807,280
Pension related items		253,006
Total Deferred Inflows of Resources	**$**	**28,060,286**

NET POSITION

Net Investment in capital assets		118,237,918
Restricted for renewal and replacement		1,008,212
Restricted for business development		653,831
Unrestricted		25,559,991
Total Net Position	**$**	**145,459,952**

Port of Palm Beach District
(Unaudited)
Schedule of Revenues and Expenses - Actual and Budget
For the Month and Ten Months Ending Monday, July 31, 2023

	Actual July 2023	Current Actual FY 2023 YTD	Prior Actual FY 2022 YTD	$ Variance Over (Under) to Prior Year	Original Budget FY 2023 YTD	$ Variance Over (Under) Current Actual to Budget YTD
Operating Revenues:						
Wharfage	323,559	3,267,674	3,177,289	90,385	3,312,407	(44,733)
Dockage	315,550	2,273,615	2,805,988	(532,373)	2,272,945	670
Parking	202,319	1,261,662	354,289	907,373	625,651	636,011
Passengers - Cruise Lines	779,027	6,257,328	2,396,833	3,860,495	3,460,231	2,797,097
Storage	(113,384)	131,476	75,473	56,003	42,165	89,311
Water	8,892	(50,524)	108,880	(159,404)	83,439	(133,963)
Line Handling	10,742	116,377	92,608	23,769	87,811	28,566
Switching	63,527	620,158	554,340	65,818	593,736	26,422
Licenses and Permits	250	157,250	149,000	8,250	139,000	18,250
Vessel Bunkers	9,742	93,682	100,142	(6,460)	89,949	3,733
Cargo Terminal Fee	73,712	735,673	691,012	44,661	756,746	(21,073)
Security Fees - Cargo	62,527	570,828	578,798	(7,970)	617,031	(46,203)
Special Detail Security Fees	27,552	179,700	153,283	26,417	0	179,700
Identification Badging	660	8,550	6,795	1,755	3,365	5,185
Harbor Master Fee	15,840	172,544	174,241	(1,697)	175,836	(3,292)
Rent	466,290	4,971,477	4,818,356	153,121	5,053,087	(81,610)
Miscellaneous Income	8,335	139,728	185,499	(45,771)	54,843	84,885
Total Operating Revenues	2,255,140	20,907,198	16,422,826	4,484,372	17,368,242	3,538,956
Less: Direct Marketing Support	555,188	3,848,483	928,070	2,920,413	1,890,859	1,957,624
Net Operating Revenues	**1,699,952**	**17,058,715**	**15,494,756**	**1,563,959**	**15,477,383**	**1,581,332**
Operating Expenses:						
Administrative and HR	76,127	886,339	695,144	191,195	776,819	109,520
Office - Finance and IT	125,912	1,015,163	903,645	111,518	949,259	65,904
Engineering	0	11,412	20,605	(9,193)	83,330	(71,918)
Consultant	4,000	40,045	34,237	5,808	42,500	(2,455)
Legal	14,412	201,480	246,231	(44,751)	183,334	18,146
General Maintenance	173,403	1,597,495	1,357,735	239,760	1,769,453	(171,958)
Railroad	9,600	137,025	148,723	(11,698)	170,054	(33,029)
Operations	60,907	548,511	333,405	215,106	290,259	258,252
General Expense	174,021	1,886,829	2,786,949	(900,120)	1,885,031	1,798
Security	183,319	1,611,603	1,358,580	253,023	1,552,381	59,222
Business Development	73,363	605,732	528,896	76,836	660,671	(54,939)
Cruise Terminal	24,822	239,000	221,544	17,456	325,840	(86,840)
Maritime Office Complex	31,885	305,286	250,347	54,939	303,300	1,986
Southgate Complex	6,586	82,244	70,200	12,044	82,340	(96)
Renewal and Replacement	0	140,998	46,935	94,063	416,670	(275,672)
Total Operating Expenses	**958,357**	**9,309,162**	**9,003,176**	**305,986**	**9,491,241**	**(182,079)**
Oper. Income Before Depr & Amort	**741,595**	**7,749,553**	**6,491,580**	**1,257,973**	**5,986,142**	**1,763,411**
Less: Depreciation Expense	350,729	3,611,570	3,767,991	(156,421)	4,000,000	(388,430)
Less: Amortization Expense	0	4,335	45,797	(41,462)	66,670	(62,335)
Operating Income (Loss)	**390,866**	**4,133,648**	**2,677,792**	**1,455,856**	**1,919,472**	**2,214,176**
Non-Oper. Revenues (Expenses):						
Interest Income	119,376	912,478	33,634	878,844	358,334	554,144
Insurance Recoveries	0	7,256	1,346	5,910	0	7,256
Grant Revenue	0	0	813,742	(813,742)	0	0
Gain or (Loss) on Disposal of Assets	0	100	0	100	0	100
Feasibility Study	0	0	0	0	0	0
Grant Expenses	0	(25,000)	(27,750)	2,750	0	(25,000)
Interest Expense	(66,292)	(662,917)	(786,436)	123,519	(662,920)	3
Total Non-Oper. Revenue (Expenses)	53,084	231,917	34,536	197,381	(304,586)	536,503
Income (Loss) before contributions	**443,950**	**4,365,565**	**2,712,328**	**1,653,237**	**1,614,886**	**2,750,679**
Capital Contributions	14,352	1,138,753	869,993	268,760		
Change in Net Position	458,302	5,504,318	3,582,321	1,921,997		

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Monday, July 31, 2023

	Current Actual FY 2023 YTD	Original Budget FY 2023 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	July Current Actual	July Original Budget	Monthly Variance
SALARIES & BENEFITS:								
Salaries & Wages	3,373,547	3,207,838	(165,709)	652,648	4,026,195	324,839	336,790	11,951
Overtime	220,517	143,620	(76,897)	(42,517)	178,000	26,852	13,655	(13,197)
F.I.C.A. Taxes	256,461	239,070	(17,391)	39,749	296,210	26,175	23,184	(2,991)
Unemployment	0	1,500	1,500	2,000	2,000	0	0	0
Health and Life Insurance	895,390	983,292	87,902	284,565	1,179,955	89,237	98,330	9,093
Florida Retirement Benefits	527,953	482,064	(45,889)	82,442	610,395	52,233	52,424	191
	5,273,868	5,057,384	(216,484)	1,018,887	6,292,755	519,336	524,383	5,047
SERVICES & SUPPLIES:								
Property & Liability Insurance	371,653	377,387	5,734	81,212	452,865	36,995	37,739	744
Contigency Claims & Settlements	0	8,350	8,350	10,000	10,000	0	835	835
Tenant Property Taxes	28,912	5,000	(23,912)	(23,912)	5,000	0	0	0
Legal Fees	201,480	183,334	(18,146)	18,520	220,000	14,412	18,333	3,921
Audit & Accounting Fees	68,150	64,000	(4,150)	1,850	70,000	0	0	0
Consultants	40,045	42,500	2,455	10,955	51,000	4,000	4,250	250
Engineering Fees	11,412	83,330	71,918	88,588	100,000	0	8,333	8,333
Trustee Fees For Bond Issues	933	1,000	67	6,567	7,500	0	0	0
Bad Debt Expense	41,000	0	(41,000)	(41,000)	0	0	0	0
Drug-Free Workplace	2,267	1,670	(597)	(267)	2,000	1,367	167	(1,200)

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Monday, July 31, 2023

	Current Actual FY 2023 YTD	Original Budget FY 2023 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	July Current Actual	July Original Budget	Monthly Variance
Uniforms	4,474	15,830	11,356	14,526	19,000	136	1,583	1,447
Equipment Costs & Fuel	115,992	133,340	17,348	44,008	160,000	15,681	13,334	(2,347)
Buildings & Grounds Expenses	480,931	587,100	106,169	231,069	712,000	53,676	58,710	5,034
Trash Removal	52,595	49,580	(3,015)	6,905	59,500	5,022	4,958	(64)
Railroad Expense	14,128	23,330	9,202	13,872	28,000	0	2,333	2,333
Locomotive Expense	35,246	53,336	18,090	44,754	80,000	2,320	4,584	2,264
Employee Development & Training	2,109	20,000	17,891	22,891	25,000	(750)	2,000	2,750
Office Expenses	57,007	40,420	(16,587)	(8,507)	48,500	7,103	4,042	(3,061)
Information Technology	180,434	157,560	(22,874)	8,621	189,055	41,525	15,756	(25,769)
Contract Security	591,572	627,495	35,923	161,427	752,999	77,555	62,754	(14,801)
Other Security Expense	113,336	90,000	(23,336)	(5,336)	108,000	14,077	9,000	(5,077)
TWIC & ID Badging	4,097	6,670	2,573	3,903	8,000	737	667	(70)
Tenant Operating Costs	308,854	79,167	(229,687)	(211,354)	97,500	33,019	9,167	(23,852)
	2,726,627	2,650,399	(76,228)	479,292	3,205,919	306,875	258,545	(48,330)
BUSINESS DEVELOPMENT:								
Registration & Training Fees	6,230	12,920	6,690	9,270	15,500	0	1,292	1,292
Community Affairs	21,537	29,270	7,733	16,863	38,400	6,421	2,542	(3,879)
Travel Expenses - Staff	16,970	22,500	5,530	10,030	27,000	284	2,250	1,966
Travel Expenses - Board	11,488	11,488	0	28,512	40,000	0	0	0

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Monday, July 31, 2023

	Current Actual FY 2023 YTD	Original Budget FY 2023 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	July Current Actual	July Original Budget	Monthly Variance
Trade Development	10,609	67,080	56,471	69,891	80,500	903	6,708	5,805
Dues & Subscriptions	66,587	63,480	(3,107)	9,623	76,210	6,332	6,348	16
Marketing	17,255	27,950	10,695	16,302	33,557	4,487	2,795	(1,692)
Website & Other	10,896	3,080	(7,816)	(7,196)	3,700	1,137	308	(829)
	161,572	237,768	76,196	153,295	314,867	19,564	22,243	2,679
UTILITY SERVICES:								
Water & Sewer	519,548	620,160	100,612	224,652	744,200	64,453	62,016	(2,437)
Electricity	353,292	367,260	13,968	87,408	440,700	34,929	36,726	1,797
Telephone Expense	74,958	96,370	21,412	40,702	115,660	9,554	9,637	83
	947,798	1,083,790	135,992	352,762	1,300,560	108,936	108,379	(557)
RENEWAL & REPLACEMENT:								
Renewal & Replacement Exp.	140,997	416,670	275,673	359,003	500,000	0	41,667	41,667
OTHER EXPENSES:								
Miscellaneous Expenses	58,305	45,230	(13,075)	(2,305)	56,000	3,644	4,498	854
TOTAL OPERATING EXPENSES	**9,309,167**	**9,491,241**	**182,074**	**2,360,934**	**11,670,101**	**958,355**	**959,715**	**1,360**

Port of Palm Beach District
Analysis of Expenses - Summary Roll-Up
For the Month and Ten Months Ending Monday, July 31, 2023

Current Actual FY 2023 YTD	Original Budget FY 2023 YTD	YTD Variance	Remaining Original Budget	Total Original Budget	July Current Actual	July Original Budget	Monthly Variance

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Daniel Kirchman
Submitting Department: Finance
Item Type: Financial Report
Agenda Section: CONSENT AGENDA

Subject:
Financial/Operation Performance Reports for the Month Ended July 31, 2023 (FY23)

Suggested Action:
Motion to approve the Cargo Operation Reports and Customer Performance Summary for the month ended July 31, 2023 (FY23).

Background:
Provided are Operation Performance charts and reports relating to Cargo Tonnage, TEU, Rail, Vessel, and Cruise Passengers by customer for the month ended July 31, 2023 (FY23 YTD), and prior. The Operation Performance Reports were updated as part of management's continuous improvement efforts and to provide greater clarity on the performance of the Port's operation.

For the ten months ended July 31, 2023 (FY23), the All-Cargo Tonnage Report reflects total Margaritaville at Sea cruise passengers of 343,617 which is 153,389 more passengers when compared to FY23 budget. Cruise passengers for the month of July totaled 42,828. The average for the ten months (YTD FY23) is 34.4K per month and projected to be over 412K annual passengers versus FY23 budgeted passengers of 225K, an increase of over 83%.

Total YTD cargo tonnage for the ten months through July 2023 (FY23) is favorable to prior FY22 by approximately 3.0%. Increases in break-bulk from yachts, cement, sugar and TEU's slightly offset decreases in asphalt, diesel, molasses and scrap metal. Rail cars decreased by 7.3%.

The total cargo tons are below FY23 budget by approximately 4.1%. The Port had been under draft restrictions since November 2022. The US ACOE maintenance dredging was completed in late March 2023, and draft restrictions were lifted, which should increase or resume to normal yacht, molasses, cement, and scrap metal shipments, however, there have been no molasses shipments since March 2023.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
Yes

Action Taken:

Attachments:
(1) Cargo Performance Summary - July 2023

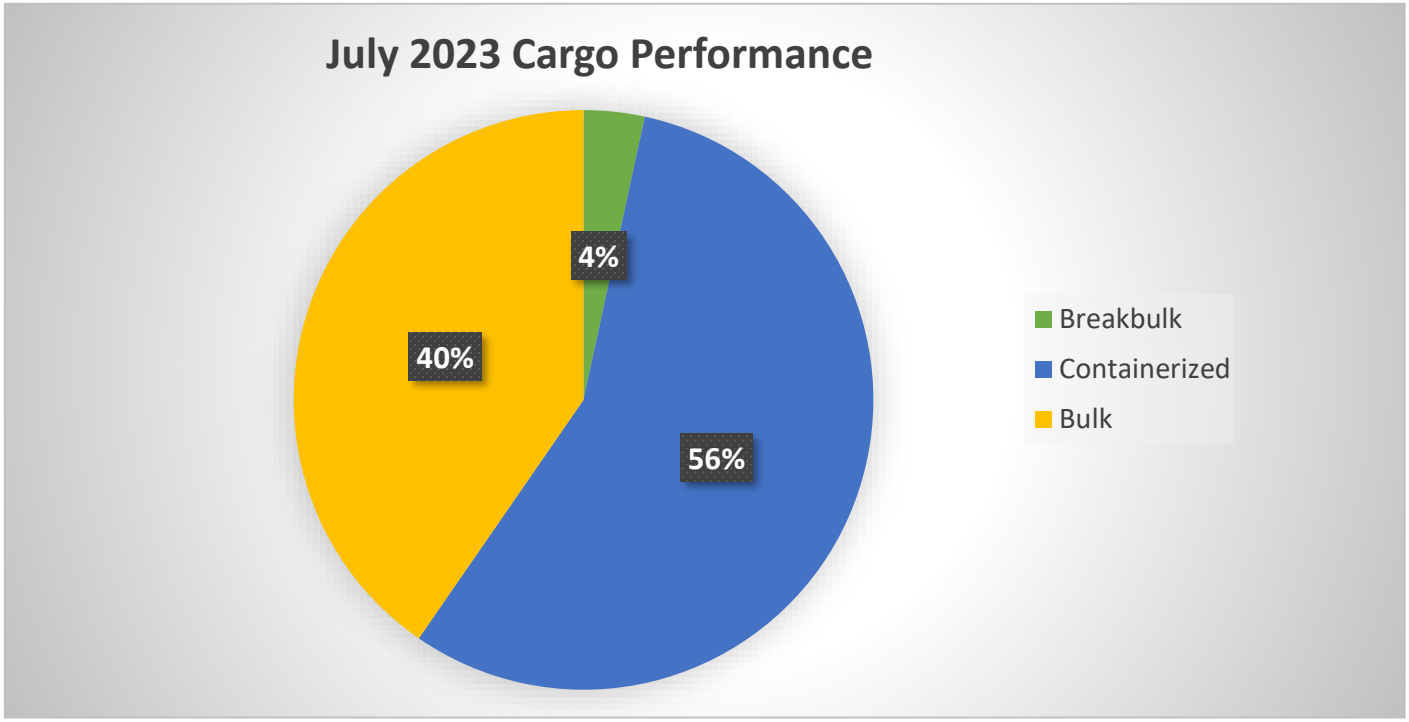
(2) All Cargo Tonnage Detail

(3) Cruise Passenger Analysis

(4) Customer Performance Summary

PORT OF PALM BEACH CARGO PERFORMANCE
For month ending July 31, 2023

	CURRENT MONTH			MONTH VARIANCE		YEAR-TO-DATE			YTD VARIANCE	
	Actual	Prior Year Actual	FY23 Budget	Prior Year Actual	FY23 Budget	Actual	Prior Year Actual	FY23 Budget	Prior Year Actual	FY23 Budget
TOTAL CARGO TONS	212,461	208,214	245,334	2.04%	-13.40%	2,138,456	2,076,730	2,229,783	2.97%	-4.10%
TOTAL TEUs	24,111	23,524	24,412	2.50%	-1.23%	233,999	229,028	238,886	2.17%	-2.05%
RAIL CARS	1,193	1,258	1,296	-5.17%	-7.95%	12,293	13,255	13,529	-7.26%	-9.14%
VESSEL CALLS	110	103	111	6.80%	-0.90%	1,203	1,184	1,101	1.60%	9.26%
PASSENGERS	42,828	26,610	31,277	60.95%	36.93%	344,227	97,002	190,447	254.87%	80.75%

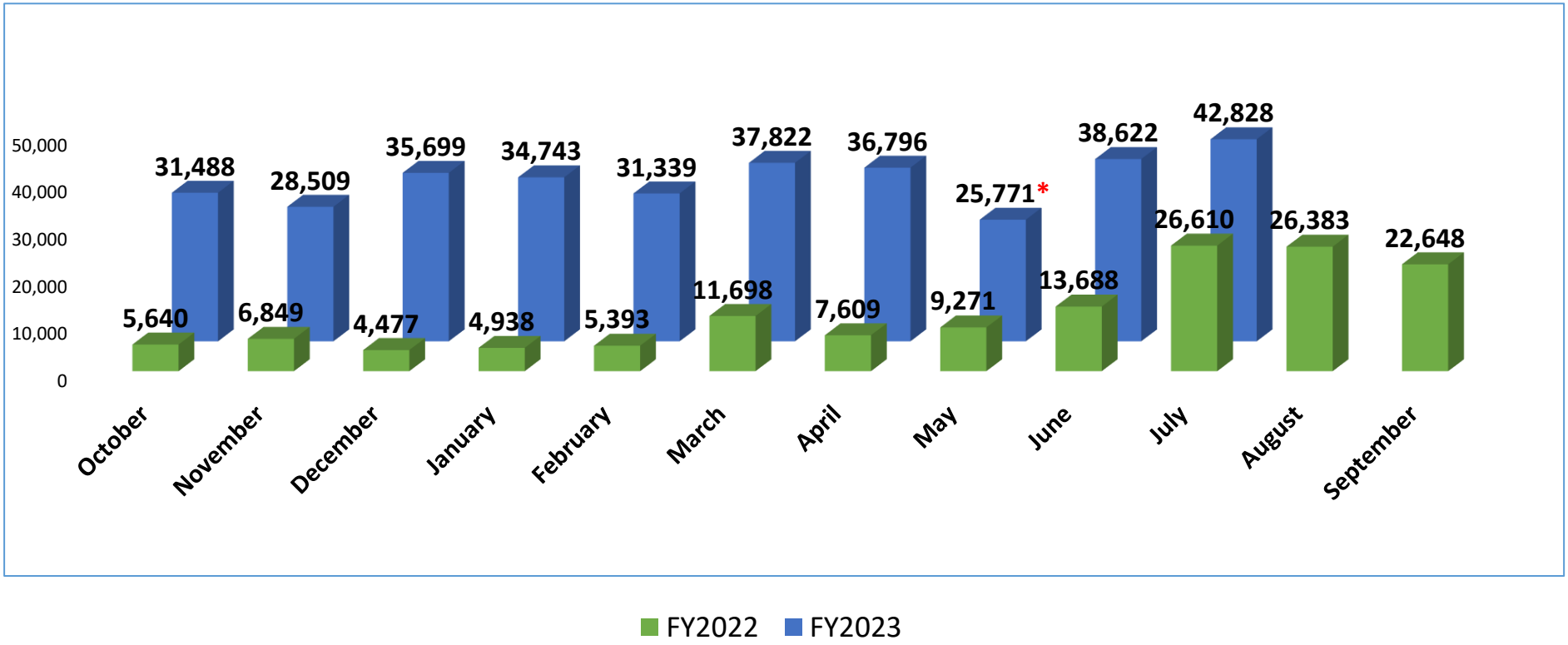


PORT OF PALM BEACH DISTRICT
ALL-CARGO TONNAGE REPORT
JULY 2023

	July 2023 Actual	July 2022 Actual	Variance	Year-To-Date Oct '22 - Jul '23	Year To Date Oct '21 - July '22	Variance
CARGO TONNAGE (in short tons)						
General Cargo						
Container/ Trans-Shipment	119,462	132,135	(9.59%)	1,260,383	1,264,104	(0.29%)
Break-bulk	7,209	23,148	(68.86%)	132,373	94,265	40.43%
Sub-Total General Cargo	126,671	155,283	(18.43%)	1,392,756	1,358,369	2.53%
Bulk and Dry Cargo						
Asphalt	10,777	6,267	71.96%	79,356	84,383	(5.96%)
Diesel	0	0	0.00%	0	43,829	(100.00%)
Miscellaneous	0	0	0.00%	0	0	0.00%
Cement	27,613	0	100.00%	79,091	26,912	193.89%
Recyclable Steel	0	0	0.00%	41,364	53,776	(23.08%)
Molasses	0	364	(100.00%)	81,387	108,526	(25.01%)
Sugar	47,400	46,300	2.38%	464,500	400,935	15.85%
Sub-Total Bulk and Dry Cargo	85,790	52,931	62.08%	745,700	718,361	3.81%
TOTAL ALL CARGO	212,461	208,214	2.04%	2,138,456	2,076,730	2.97%
Containers - 20-Foot (TEU)						
Inbound	10,994	9,369	17.34%	100,366	96,355	4.16%
Outbound	12,110	13,416	(9.73%)	124,619	126,061	(1.14%)
Trans-shipment	1,007	739	36.27%	9,014	6,612	36.33%
TOTAL TEUs	24,111	23,524	2.50%	233,999	229,028	2.17%
TOTAL RAIL CARS	1,193	1,258	(5.17%)	12,293	13,255	(7.26%)
Vessels (cargo)	95	88	7.95%	1,059	1,054	0.47%
Vessels (multi-day cruise)	15	15	0.00%	144	130	10.77%
Passengers						
Multi-Day Cruise	42,828	26,610	60.95%	343,617	96,173	257.29%
Other (includes in-transit)	0	0	0.00%	610	829	(26.42%)
TOTAL PASSENGERS	42,828	26,610	60.95%	344,227	97,002	254.87%

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

PORT OF PALM BEACH DISTRICT
CRUISE LINE PASSENGER ANALYSIS



*Margaritaville at Sea missed (6) sailings due to a scheduled dry dock.

FY23 Budgeted Passenger Count is 225,000 passengers

PORT OF PALM BEACH DISTRICT
CUSTOMER PERFORMANCE SUMMARY
JULY 2023

ALL CUSTOMERS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
				TONNAGE	212,461	2,138,456	2,076,730
REVENUE	$ 1,233,662	$ 12,087,237	$ 10,676,400	TEUS	24,111	233,999	229,028
RENTS	466,290	4,971,477	4,818,356	RAILCARS	1,193	12,293	13,255
TOTAL	$ 1,699,952	$ 17,058,714	$ 15,494,756	PASSENGERS	42,828	344,227	97,002

TROPICAL SHIPPING

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 449,190	$ 4,451,631	$ 4,332,966	TONNAGE	118,723	1,251,353	1,248,707
RENTS	171,618	1,706,644	1,718,453	TEUS	23,736	230,388	225,149
TOTAL	$ 620,808	$ 6,158,275	$ 6,051,419	RAILCARS	1,183	12,203	13,135

MULTI-DAY CRUISE (including parking)

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE-NET	$ 428,104	$ 3,545,148	$ 1,851,431	TONNAGE	0	0	0
RENTS	14,469	$ 140,349	129,982	CARS	4,822	42,815	11,591
TOTAL	$ 442,573	$ 3,685,498	$ 1,981,413	PASSENGERS	42,828	343,617	96,173

FLORIDA SUGAR AND MOLASSES

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 88,127	$ 1,037,799	$ 893,118	TONNAGE	47,400	545,888	509,462
RENTS	20,485	204,853	203,755	TEUS	0	0	0
TOTAL	$ 108,612	$ 1,242,652	$ 1,096,873	RAILCARS	0	0	0

CEMEX USA

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ -	$ 218,928	$ 192,009	TONNAGE	0	51,478	26,912
RENTS	13,500	$ 135,000	135,000	TEUS	0	0	0
TOTAL	$ 13,500	$ 353,928	$ 327,009	RAILCARS	0	0	0

SOUTH FLORIDA MATERIALS/VALERO

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 22,908	$ 237,660	$ 296,816	TONNAGE	10,777	79,355	128,211
RENTS	3,671	36,293	33,595	TEUS	0	0	0
TOTAL	$ 26,579	$ 273,953	$ 330,411	RAILCARS	10	84	110

GULFSTREAM

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 27,533	$ 296,054	$ 238,141	TONNAGE	2,434	27,077	24,138
RENTS	21,766	215,935	233,382	TEUS	375	3,372	3,148
TOTAL	$ 49,299	$ 511,989	$ 471,523	RAILCARS	0	0	0

OZINGA CEMENT

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 194,913	$ 194,913	$ -	TONNAGE	27,613	27,613	0
RENTS	27,354	273,535	168,533	TEUS	0	0	0
TOTAL	$ 222,267	$ 468,448	$ 168,533	RAILCARS	0	0	0

STONEROCK

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 30,938	$ 342,803	$ 359,069	TONNAGE	0	41,365	53,776
RENTS	20,037	$ 256,568	253,243	TEUS	0	0	0
TOTAL	$ 50,975	$ 599,371	$ 612,312	RAILCARS	0	0	0

Berth One Palm Beach, LLC

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 32,106	$ 232,070	$ 336,860	TONNAGE	0	0	0
RENTS	6,651	45,974	64,284	TEUS	0	0	0
TOTAL	$ 38,757	$ 278,044	$ 401,144	RAILCARS	0	0	0

PORT CONTRACTORS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD		CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
REVENUE	$ 33,936	$ 562,641	$ 539,338	TONNAGE	980	18,338	25,282
RENTS	8,695	85,425	81,555	TEUS	0	227	650
TOTAL	$ 42,631	$ 648,066	$ 620,893	RAILCARS	0	0	0

MINIMUM GUARANTEES

		CURRENT YEAR	PRIOR YEAR
CEMEX(USA)	150,000 st	$ 86,391	$ 145,718
S. FL Materials-D	800,000 bbl	65,692	31,465
TOTAL		$ 152,083	$ 177,183

ADDITIONAL RENTS

	CURRENT YEAR MONTH	CURRENT YEAR YTD	PRIOR YTD
GSA	$ 45,149	$ 451,491	$ 411,955
MERCHANTS	41,930	415,451	378,780
ALL OTHER	70,965	1,003,959	962,703
	$ 158,044	$ 1,870,901	$ 1,753,438

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Daniel Kirchman
Submitting Department: Finance
Item Type: Cash & Investments
Agenda Section: CONSENT AGENDA

Subject:
Cash and Investments, FDOT Grant Projects Summary, AmEx Charges for July 2023 (FY23)

Suggested Action:
Motion to approve the Cash and Investment Balances, MARAD & FDOT Seaport Grants Status and American Express Monthly Statement of Charges – July 2023 (FY2023).

Background:
Provided are the Cash and Investment Reconciled Bank Balances, FDOT Seaport Grants Status Summary Report and American Express Monthly Statement of Charges for July 2023 (FY23).

Cash and Investment Reconciled Bank Balances reflect a breakdown of Port's available cash between unrestricted, restricted per bond covenants and obligated or committed funds as authorized by the Board and required to match State and Federal grant dollars and renewal & replacement budgeted outlays. The Port has approximately $39.50M of cash as of July 31, 2023. Of this amount, $6.33M is restricted for Debt Service; another $1.97M restricted for R&R and Business Development per Bond Covenant; $0.78M in security deposits; and $20.81M board designated commitments to match FDOT, Federal MARAD PID grants and additional R&R budgeted outlays, which leaves a total of $9.61 as unrestricted cash.

Total cash has increased by approximately $3.561M, YTD FY23, as a result of increased cruise passengers/parking, Fed Fund interest rate increases, (money market mutual fund SWEEP & debt investments) and budget neutral operating expenses. The Port required matching funds for the Federal MARAD and FDOT Project grants is included in the aforementioned Board Designated Commitment amount of $15.66M.

The FDOT Grant funded projects report provides a financial summary and project status of each active grant funded project including Port matching fund requirements. Deputy Director of Finance and Capital Improvement Michael Williams is available to provide an update to the Board on any of the grant funded projects.

The American Express report delineates detail of all credit card purchases made during the month.

Financial Impact:
No

Financial Impact Details:
N/A

Additional Information Attached:
Yes

Action Taken:

Attachments:
(1) Cash Balances - Unrestricted vs Restricted 07-31-23

(2) AmEx Chgs - July 2023

(3) MARAD & FDOT Grants

PORT OF PALM BEACH DISTRICT
CASH BALANCES
JULY 31, 2023

UNRESTRICTED CASH

Allspring Money Market Mutual Fund SWEEP Acct.		**1,746,909**		
Wells Fargo Checking Accounts:				
General Revenue	7,239,587			
Payroll Impress	5,498			
Operation & Maintenance	498,172			
O&M General Impress	114,913			
Operation & Maintenance Impress	1,840			
Total Unrestricted Cash		**7,860,010**		
Petty Cash Funds:				
Petty Cash - Security Gate	50			
Petty Cash - O&M	1,500			
Petty Cash Funds		**1,550**		
Total Unrestricted Cash			**$**	**9,608,469**

DESIGNATED CASH

Wells Fargo and Allspring Accounts:				
Capital Improvmt - PID/FDOT Matching Grants	15,658,026			
Capital Improvement Impress	154,647			
Renewal & Replacement Budget Transfer	5,000,000			
Total Board Designated Cash			**$**	**20,812,673**

RESTRICTED CASH

Wells Fargo and Allspring Accounts:				
Customer Deposits		**775,000**		
Renewal & Replacement	1,272,896			
Renewal & Replacement Impress	-			
Port Development	698,395			
Port Development Impress	1,084			
Total Bond Covenant Restricted Cash		**1,972,375**		
Bank of New York Mellon Debt Service Accounts:				
Money Market - Reserve	2,478,288			
Money Market - Series 2002	2,434,042			
Money Market - Series 2013	1,418,866			
Total Restricted Debt Money Market Funds		**6,331,196**		
Total Restricted Cash and Cash Equivalents			**$**	**9,078,571**
TOTAL CASH AND CASH EQUIVALENTS			**$**	**39,499,713**

PORT OF PALM BEACH DISTRICT
AMERICAN EXPRESS MONTHLY STATEMENT
ENDING ON 07/28/23

BUSINESS DEVELOPMENT:

PUBLIC RISK MANAGEMENT- SUBSCRIPTION FOR RAQUEL RIVIERA, HR MGR	$	385.00
PALM BEACH NORTH CHAMBER OF COMMERCE-TICKETS FOR COMM. POOLE FOR ANNUAL LEGISLATIVE UPDATE BREAKFAST & AUG. BREAKFAST EVENT	$	100.00
FLORIDA ASSOCIATION OF CITY CLERKS-MEMBERSHIP DUES FOR FACC-B. GREFFIN	$	75.00
INDEED.COM-JOP POSTING FROM HUMAN RESOURCES (RAQUEL RIVIERA, HR MGR.)	$	638.35
THE INSTITUTION FOR PUBLIC PROCUREMENT-JOB POSTING FOR PURCHASING POSITION	$	150.00
LAW PUBLICATIONS-AD FOR EDUCATIONAL ADV PROGRAM PBSO - Y. FARINAS	$	749.00
ROYAL SUBS-LUNCH FOR INTERNS-YAREMI FARINAS	$	274.06
WALMART-ACHOOL SUPPLY DRIVE-YAREMI FARINAS	$	774.82
TROPHIES BY EDCO-OZINGA PLAQUE FOR RIBBON CUTTING-YAREMI FARINAS	$	115.20
ENVATO ELEMENTS-SUBSCRIPTION FOR VIDEOS, PHOTOS AND GRAPHICS-YAREMI FARINAS	$	198.00
SAM'S CLUB-SCHOOL SUPPLY DRIVE-YAREMI FARINAS	$	570.18
SUN SENTINEL-MONTHLY SUBSCRIPTION-YAREMI FARINAS	$	27.72
HOBBY LOBBY-SCHOOL SUPPLY DRIVE-YAREMI FARINAS	$	165.06
DOLLARE TREE-SCHOOL SUPPLY DRIVE-YAREMI FARINAS	$	82.05
ROGER DEAN CHEVROLET-GROUP TICKETS FOR ALL OCEANS BASEBALL EVENTS-YAREMI FARINAS	$	163.50
BP-FUEL FOR PORT VEHICLE-MICHAEL MEEKINS	$	177.05
HOBO'S KITCHEN-LUNCH WITH GLEN DIAS-GULFSTREAM. DISCUSSED FUTURE OF HIS BUSINESS AT THE PORT-MICHAEL MEEKINS	$	51.34
MARATHON-FUEL FOR PORT VEHICLE-MICHAEL MEEKINS	$	56.54
WAWA-FUEL FOR PORT VEHICLE-MICHAEL MEEKINS	$	50.04
PARK AVE-GULFSTREAM AND CEMEX MEETING-LUIS PLACERES	$	129.08
VENENZIA PIZZA-LATE LUNCH WITH KEITH LEGGETT-LUIS PLACERES	$	31.01
SAILFISH MARINA-USCG MEETING-LUIS PLACERES	$	249.29
MALAKOR THAI CAFÉ- TROPICAL MEETING-LUIS PLACERES	$	104.00
LABAMBA-MAINTENANCE MEETING WITH KEITH LEGGETT & AL FAWCETT-LUIS PLACERES	$	64.70
① **CHECK NUMBER 1486 ISSUED ON 8/24/23**	**$**	**5,380.99**

OPERATIONS AND MAINTENANCE:

AMAZON.COM-2 EPSON LABELWORKS TAPE CARTRIDGES, 1 KEYBOARD, 2 SABRENT ROCKET 2230 SSD, 2 CRUCIAL X8 4TB AND A-TECH 3GB MEMORY MODUES - IT	$	865.39
HP.COM-5 HP COLOR LASER JET PRO MFP 4301 FDW PRINTERS - IT	$	2,888.23
APPLE STORE-COMPUTER SOFTWARE - IT	$	73.83
FAST SPRING.COM-SECURE CRT + SECURE FX BUNDLE 3 YR. LICENSE - IT	$	206.00
PAMCO PRINTERS-OFFICE SUPPLIES	$	317.32
MORPHOTRUST-TWIC CARDS FOR 2 NEW FACILITY WORKERS	$	250.50
AMAZON.COM-OFFICE SUPPLIES, MAINTENANCE SUPPLIES AND MISC OFFICE DÉCOR	$	919.21
STAMPMAKER-INK STAMP FOR SECURITY (J.FARR)	$	37.00
BIG LOTS-ITEMS FOR LOBBY DECORATION-KAREN EMERY	$	18.68
PUBLIX-REYNOLDS FOIL, COOKIES, SPOONS AND PLATES FOR THE STAFF BBQ-KAREN EMERY	$	20.31
VENEZIA PIZZA-LUNCH FOR STAFF MEETING WINNERS-KAREN EMERY	$	85.79
SPOTIFY-MONTHLY CHARGE FOR MUSIC-KAREN EMERY	$	11.31
DOORDASH*CHIPOTLE-LUNCH FOR STAFF MEETING WINNERS-KAREN EMERY	$	155.40
DOLLER TREE-ITEMS FOR LOBBY DECO AND ITEMS FOR ICE CREAM SOCIAL FOR INTERNS-KAREN EMERY	$	17.39
WALGREENS-CANDY REPLENISH-KAREN EMERY	$	37.74
AMAZON.COM-AIR FRESHENER, KEYBOARDS & MOUSE, CABLES - I.T., TO GO CONTAINERS & TAPE	$	960.64
ARCPOINT LABS- DRUG TESTING FOR INTERNS	$	1,040.37
FLA CITIES-CR.-FACC 23 SUMMER CONFER, ACAD. & ATHENIAN DIAL.-DEP. DIR OF OPS & ADMIN -B. GREFFIN	$	(375.00)
FLA CITIES-CR.-FACC 23 SUMMER CONFER, ACAD. & ATHENIAN DIAL.-DEP. CLERK-J. MACHADO	$	(375.00)
FLORIDA RECORDS MANAGEMENT ASSOC-MEMBERSHIP FOR DISTRICT CLERK-J. MACHADO	$	120.00
AMAZON.COM-APPROVED FOR PAYMENT STAMP-CLERK'S OFFICE-J. MACHADO	$	18.95
OFFICE DEPOT-1 PKG 2" ROUND LABELS-JACKELIN MACHADO	$	11.76
DOORDASH-CREDIT FOR FRAUDULENT CHARGE-MICHAEL MEEKINS	$	(29.42)
INSTACART-BBQ FOR STAFF-MICHAEL MEEKINS	$	435.03
WASH & SHINE-VEHICLE WASH #88, #08, #13 AND #07-LUIS PLACERES	$	140.00
PAPA JOHN-PIZZA FOR SECURITY TEAM-LUIS PLACERES	$	125.60
HOLOGRAM-DASH CAM/GPS SECURITY VEHICLE-LUIS PLACERES	$	10.50
BROADWAY TIRES-4 NONUT FOR VEH# 11-FACILITIES	$	80.00
EXXONMOBIL-FUEL FOR CADDY AND SEA ARK-FACILITIES	$	275.91
FAMILY DOLLAR-CLOTHES HANGERS-FACILITIES	$	12.00
AUTOZONE-OIL FILTERS FOR VEH #14-FACILITIES	$	12.98
7 ELEVEN-DIESEL FOR RENTAL EQUIPMENT-FACILITIES	$	175.00
① **CHECK NUMBER 1476 ISSUED ON 8/24/23**	**$**	**8,543.42**

RENEWAL AND REPLACEMENT:

AMAZON.COM-DUAL MONITOR STANDING DESK CONVERTER	$	361.00
AMAZON.COM-2 L SHAPED DESK FOR PORTS CONTROL CENTER	$	399.98
CHECK NUMBER 1485 ISSUED ON 8/24/2023	**$**	**760.98**

① THE ABOVE CHARGES WERE THROUGH THE MONTHLY **STATEMENT ENDING ON 07/28/23.**

Port of Palm Beach - MARAD PID & FDOT Seaport Grant Agreements												
FDOT Project No.	Contract No.	Project Description	Execution Date	Expiration Date	Funding Ratio	Total Project Cost Estimate	Total Project Expended	Total Grant Funding	Original Port Match	Port Expended	Port's Current Match Requirement @ 07/31/23	STATUS
436215-1-94-01	G1L41	MARAD - PID / On Port Rail Yard Improvements	06/27/20	12/31/24	50 / 50	$ 26,448,090	$ 1,849,846	$ 17,374,584	$ 9,073,506	$ 462,462	$ 8,611,044	Upgrade and expand capacity of cargo & intermodal rail transfer facility. Eastern portion of rail materials were ordered and delivered at $921K. HRD & Kimley-Horn issued work orders for project scoping & design/DB for $1.18M. Bids in for construction estimated at $20.77M.
440705-1-94-08	G2558	Upland Cargo Improvements - Rail Cargo Operations	01/31/22	12/31/26	50 / 50	$ 3,860,000	$ 1,626,184	$ 1,930,000	$ 1,930,000	$ 813,092	$ 1,116,908	This project is additional funding for the rail improvements west of Ave. E, not eligible to be combined with MARAD - PID grant. Kimley-Horn issued work orders for $200K to design, permit, bid, survey, prepare technical solicitation and project management, and authorization to issue a RFP for the western rail replacement project. Western portion of rail materials were ordered and delivered at $1,381M. Emergency portion of rail replaced - 784 feet for $90,621. Bid awarded to Gonzalez & Sons or $2.18M.
440705-1-94-02	G1Z03	Master Planning Initiative	08/26/21	12/31/25	50 / 50	$ 800,000	$ 756,095	$ 400,000	$ 400,000	$ 378,048	$ 21,952	Project is approximately 98% completed and final report issued and awaiting final approval from Palm Beach County.
442200-1-94-01	G1560	Multi-Ship Passenger Loading Bridge	01/31/19	01/31/24	50 / 50	$ 2,500,000	$ 280,528	$ 1,250,000	$ 1,250,000	$ 140,264	$ 1,109,736	Purchase of pre-owned PLB, relocation, delivery, & storage completed, with design, engineering, attachments, construction & installation on hold pending future of cruise line business. Board approved Sate Const., to harden, refurbish and store PLB for a cost not to exceed $600K.
440705-1-94-02	G1H34	Annex Property Site Improvements	06/22/20	10/31/24	50 / 50	$ 1,500,000	$ 1,316,676	$ 750,000	$ 750,000	$ 658,338	$ 91,662	Planning, design and bidding complete, Construction is now 100% complete. All cots have been paid and final reimbursement to be submitted then project to be closed out.
444885-1-94-01	G1564	Perimeter Security Detection System	02/04/19	02/28/23	75 / 25	$ 68,350	$ 45,870	$ 51,263	$ 17,087	$ 11,468	$ -	Installation of perimeter detection system zones at Annex Property, rail gate access and north property along 10th St., completed. Grant has expired and will be closed out.
444885-1-94-03	G2383	Seaport Security Program	12/03/21	12/31/26	75 / 25	$ 95,000	$ 92,850	$ 71,250	$ 23,750	$ 23,213	$ -	Purchased (2) upgraded NVR4 security network video recorders. Grant to be closed out.
444885-1-94-04	G2H48	North Fence Security System	03/09/23	12/31/27	75 / 25	$ 82,450	$ 3,746	$ 61,837	$ 20,613	$ 937	$ 19,677	Bids are being gathered to add camaras that will moitor the 10th St., northern boundary fence. Purchased a power circuit for $3,946 that was needed to install cameras.
449556-1-94-01	G2476	GIS Port Infrastructure Management project	01/10/22	12/31/25	50 / 50	$ 60,000	$ 21,059	$ 30,000	$ 30,000	$ 10,530	$ 19,470	Initial phase one development and purchase of Trimble GPS survey catalyst equipment, software, and training for a port-wide geographic information system for facility and environmental management. Project will require dedicated staffing for full implementation., new Port engineer will develop scope plans and costs.
448533-1-94-01	G1Z04	Cathodic Protection for Slip Steel Sheet Piles	08/26/21	12/31/25	75 / 25	$ 1,333,333	$ 540,923	$ 1,000,000	$ 333,333	$ 135,231	$ 198,102	Purchased cathodic protection aluminum anodes at a cost of $522,990 completed and issued work order to Pond Consulting for $17,933 to assist with design/placement of anodes. RFP to secure the services of a diving company to be prepared once the new Port engineer is hired.
440705-1-94-06	G2382	Upland Cargo Improvements - Tropical Container Yard	12/03/21	12/31/26	50 / 50	$ 2,900,000	$ -	$ 1,450,000	$ 1,450,000	$ -	$ 1,450,000	Project is on hold until discussions with Tropical are complete. Plans are to roll grant into a Federal Protect Grant.
440705-1-94-07	G2F27	Warehouse # 13 Replacement	01/17/23	12/31/26	50 / 50	$ 2,800,000	$ -	$ 1,400,000	$ 1,400,000	$ -	$ 1,400,000	New Grant that is put on hold.
452123-1-94-01	G2I52	Land Acquisition Initiative	06/06/23	12/31/27	50 / 50	$ 2,817,182	$ -	$ 1,408,591	$ 1,408,591	$ -	$ 1,408,591	New Grant that is put on hold.
440705-1-94-09	G2G39	Underground Infrastructure Realignment	02/02/23	12/31/26	50 / 50	$ 530,000	$ 108,235	$ 265,000	$ 265,000	$ 54,118	$ 210,882	Relocation of pipeline valve boxes, high mast lighting, underground utilities and fuel pipelines construction work necessary for Ozinga's new cement plant. Relocation of pipeline valve boxes completed. Remaining are highmast light reolocation, electric power switch, 10" water main line, and engineering design for lighting improvements at approx. $335.70K.
											$ 15,658,026	Total Port Remaining Match Required

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Tracy Carey
Submitting Department: Finance
Item Type: Contract Report
Agenda Section: CONSENT AGENDA

Subject:
Active Contract Report

Suggested Action:
None. Informational item only.

Background:
The contract report is presented to the Board for informational purposes and delineates all current and active contracts of the Port. The report is sorted by contract over $25,000 requiring Board approval, in accordance with the adopted purchasing procedures and then all other Port contracts. In addition, the report is then sorted by expiring/term date, which provides the Board a view of upcoming contract renewals to be presented for approval at future board meetings.

Financial Impact:
No

Financial Impact Details:
N/A

Additional Information Attached:
Yes

Action Taken:

Attachments:
Active Contract Report - Oct. 2023

PORT OF PALM BEACH ACTIVE CONTRACT REPORT

REQUIRED BOARD APPROVAL

Vendor Name	Description/Scope of Work	Location/Department	Procurement Type	BOARD APPROVAL DATE	Dept./Project Manager	Base Contract Term Begin	Base Contract Term (Years)	Contract Option Year(s)	Current Contract Term Ends	Annual Contract Value	WMBE Y/N	Comments/Cancellation Term
Wells Fargo	Banking Services	Finance	RFQ	1/19/2006	Finance / Dep Dir of Finance & Cap Improv	11/01/22	1	None	10/31/2023	$45,083.00/FY 23	N	Cancellation with 30 days written notice. **Port staff recommends one-year extension at prevailing rates.**
Thyssenkrupp Elevator (TKE)	Elevator/Escalator Repairs	MOC/CT/S Gate	RFP	6/15/2017	Facilities / Dir of Facilities	7/7/2020	3	None	1/6/2024	$126,879.25/FY 23	N	Cancellation at any time with written notice of effective termination date.
Akerman Senterfitt (ASE)	Public Policy Consulting Services	Port Administration	Direct Purchase	7/19/2018	Executive Office / Executive Director	08/01/18	1	Successive 1 yr. terms	7/31/2024	$48,045.00/FY 23	N	Cancellation with 30 days written notice.
Nason, Yaeger, Gerson, Harris & Fumero	Port Counsel	Port Wide	RFP	9/16/2021	Executive Office / Executive Director	09/16/21	3	None	9/15/2024	$238,237.49/FY 23	N	Cancellation with 30 days writtent notice and Board approval.
USI Insurance Services, LLC	Broker for property, equipment, auto, work comp & hull (PGIT), liability (Swiss Re Corp.), excess liability (NY Marine/Gen. Ins. Co., Starstone Nat'l. Ins. Co.) and hull (Swiss Re Corp.)	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	10/01/21	1	Successive 1 yr. terms	9/30/2024	$906,587.00/FY 24	N	Cancellation at any time with written notice of effective termination date.
The Standard	Provides Port-life ins, short term, long term	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	10/01/21	1	Successive 1 yr. terms	9/30/2024	$60,768.54/FY 24	N	Cancellation at any time with written notice of effective termination date.
Florida Blue	Provides Port/employee paid health insurance	Port Administration	N/A	N/A	Finance / Dep Dir of Finance & Cap Improv	10/01/23	1	Successive 1 yr. terms	9/30/2024	$951,659.84/FY 24	N	Cancellation at any time with written notice of effective termination date.
United Healthcare	Provides Port/employee paid dental insurance	Port Administration	N/A	N/A	Finance / Dep Dir of Finance & Cap Improv	10/01/23	1	Successive 1 yr. terms	9/30/2024	$61,424.16/FY 24	N	Cancellation at any time with written notice of effective termination date.
Weiser Security Services, Inc.	Security Services	Port Security	RFP	12/16/2021	Security / Director of Security	01/17/22	3	3 additional periods of 1 year each	1/16/2025	$600,113.23/FY 23	Y	Cancellation at any time with written notice of effective termination date.
Greyson Technologies	Network consulting services	Port Wide	RFP	6/16/2022	MIS / Director of Information Systems	7/15/2022	3	Two additional 1 yr. terms	7/14/2025	$124,379.73/FY 23	N	Cancellation at any time with written notice of effective termination date.
24 Hours, Inc.	Cleaning and Floor Services	MOC, CT, S. Gate, Guard Houses and Security Booths	RFP	11/17/2022	Facilities / Dir of Facilities	12/19/2022	3	Two additional 1 yr. terms	12/18/2025	$70,925.10/FY 23	Y	Cancellation at any time with written notice of effective termination date.
Palm Beach Parking	Valet Parking Operations	Cruise Terminal	RFP	2/20/2009	Operations / Dir. of Operations	7/1/2023	3	None	6/30/2026	$55,216.00/FY 23	N	Cancellation at any time with 48-hours written notice.
Trane U.S. Inc.	A/C Maintenance and Repair Serv	MOC/CT, Southgate WI	RFP	5/19/2022	Facilities / Dir of Facilities	06/01/22	5	Two additional 1 yr. terms	5/31/2027	$1,007,850.09/FY 23	N	Cancellation at any time with written notice of effective termination date.
Kimley Horn	Engineering Services/Work of a Specified Nature	Port Wide	CCNA	3/15/2018	Engineering / Port Engineer	03/15/18	N/A	N/A	Continuing Contract	$205,711.88/FY 23	N	Cancellation at any time for convenience.
E.C. Fennell	Engineering Services/Projects NTE $2M	Port Wide	CCNA	3/15/2018	Engineering / Port Engineer	03/18/18	N/A	N/A	Continuing Contract	$88,382.43/FY 2023	N	Cancellation at any time for convenience.

ALL OTHER PORT CONTRACTS

Vendor Name	Description/Scope of Work	Location/Department	Procurement Type	BOARD APPROVAL DATE	Dept./Project Manager	Base Contract Term Begin	Base Contract Term (Years)	Contract Option Year(s)	Current Contract Term Ends	Annual Contract Value	WMBE Y/N	Comments/Cancellation Term
J. O'BrienCo., Inc.	Desktop visitor badge system, EasyLobby, software support	Security	Direct Purchase	2/16/2023	Security / Director of Security	04/14/23	1	Successive 1 yr. terms	4/13/2024	$7,393.96/year	N	Cancellation with 30 days written notice.
isolved	Payroll processing services	Port employees	Direct Purchase	N/A	Finance / Dep Dir of Finance & Cap Improv	04/07/22	2	Successive 1 yr. terms	4/6/2024	$4,459.80/year	N	Cancellation with 60 days written notice.
PowerSecure, Inc.	Emergency generator inspection/repair services	MOC/S Gate	RFP	3/16/2017	Facilities / Dir of Facilities	04/03/17	3	Successive 1 yr. terms	4/2/2024	$8,921.00/year	N	Cancellation with 30 days written notice.
ATIS Elevator Inspections, LLC	Port Wide	Elevator/Escalator Inspections	Direct Purchase	4/1/2023	Facilities / Dir of Facilities	04/20/23	1	Successive 1 yr. terms	4/19/2024	Ann. Insp./Cat. 1 Test $195 ea. Ann. Insp./Cat. 5 Test $350 ea.	N	Cancellation at any time with written notice of effective termination date.
CivicPlus	CivicSend and AudioEye Communications platforms for Port's website	Business Development	Direct Purchase	4/18/2013	Public Relations / Public Information Officer	05/01/13	1	Successive 1 yr. terms	4/30/2024	$13,580.92/year	N	Cancellation with 60 day written notice.
Vesseltracker	GIS Antenna	Port Wide	Direct Purchase	5/10/2018	Security/Director of Security	05/10/18	2	Successive 1 yr. terms	5/9/2024	No cost to Port.	N	Cancellation with 90 days written notice.
SHI International Corp.	Peak Agenda and Audio management systems.	Port Administration	Direct Purchase	3/15/2018	Dep Dir Bus Ops & Admin	05/31/18	1	Successive 1 yr. terms	5/30/2024	$17,588.13/year	N	Cancellation with 90 days written notice.
Gilly Vending	Vending Services	Port Wide	RFP	4/19/2018	Facilities / Dir of Facilities	06/15/18	3	One additional 1 yr. term	6/14/2024	Two-year hardship extension granted 4/21/22.	N	Cancellation at any time with written notice of effective termination date.
Truly Nolen	Pest Control Services	Port Wide	ITB	5/20/2021	Facilities / Dir of Facilities	07/01/21	3	One additional 1 yr. term	6/30/2024	Termite: $5,851.83/year Pest: $4,200.00/year Add-on Rodent: $180.00/year	N	Cancellation at any time with written notice of effective termination date.
Iron Mountain	Records storage and retention	Records	Off-site location	7/1/2002	Clerk's Office/District Clerk	07/01/02	1	Successive 1 yr. terms	7/1/2024	See fee schedule for prevailing rates, eff. 7/1 of each year.	N	Cancellation with 30 days written notice.
Property Works	Landscape Services	MOC, MLK, Main Gate	RFP	6/17/2021	Facilities / Dir of Facilities	07/12/21	3	One additional 1 yr. term	7/11/2024	$10,800.00/year	Y	Cancellation at any time with written notice of effective termination date.
Vesseltracker	AIS Data - TAIS - Real Time	Port Wide	Direct Purchase	7/16/2020	Security / Director of Security	08/01/23	45504	Successive 1 yr. terms	7/31/2024	$6,945.75	N	Cancellation at any time with written notice of effective termination date.
Palm Beach County Interlocal Agreement	Radio Repair Services	Port Security	Interlocal Agreement	5/20/2010	Security / Director of Security	08/16/19	5	Successive 5 yr. terms	8/15/2024	$18,541.20/year	N	May be terminated by either party, with or without cause with written notice of at least 3 months.
CivicPlus (Formerly Archive Social)	Social Media Archiving	Website	Direct Purchase	9/1/2023	Dep Dir Bus Ops & Admin	10/01/18	1	Successive 1 yr. terms	9/30/2024	$3,141.00/year	N	Cancellation at any time with written notice of effective termination date.
Critical Mention	Media Monitoring Service	Website	Direct Purchase	10/1/2021	Public Relations / Public Information Officer	10/01/23	1	Successive 1 yr. terms	9/30/2024	$6,700.00	N	Cancellation at any time with written notice of effective termination date.
Gehring Insurance	Broker for medical, dental, vision, life, short-term disability policies.	Port Administration	N/A	N/A	Finance / Dep Dir of Finance & Cap Improv	03/01/02	1	Successive 1 yr. terms	9/30/2024	Broker of Record FY 2025	N	Cancellation at any time with written notice of effective termination date.
Humana/Comp Benefits	Provides Port-paid and employee-paid vision insurance	Port Administration	N/A	N/A	Finance / Dep Dir of Finance & Cap Improv	10/01/16	1	Successive 1 yr. terms	9/30/2024	$5,627.29/FY 23	N	Cancellation at any time with written notice of effective termination date.
STRAX Intelligence Group	Real-time Response Platform	Port Security	Security Grant	10/15/2020	Security / Director of Security	11/16/20	3	Successive 1 yr. terms	11/15/2024	$12,000.00/year	N	Cancellable year one for performance, with 30 days written notice.

American Track	Signal Maintenance & Repairs	Railroad	Direct Purchase	N/A	Railroad / Dir of Facilities	04/01/23	1	Successive 1 yr. terms	12/31/2024	$6,384.00/year	N	Cancellation at any time with written notice of effective termination date.
AT&T	Internet	Port Administration	Direct Purchase	1/20/2022	MIS / Director of Information Systems	01/24/22	3	Month to month until new contract term is established	1/23/2025	$14,274.00/year	N	Cancellation at any time with written notice of effective termination date.
Palm Beach County Interlocal Agreement	800 mhz radio systme - access to PBC public safety trunked radio system	Port Security	Interlocal Agreement	6/23/2005	Security / Director of Security	06/23/05	5	May be renewable for an additional 5 years	2/10/2025	$6,300/year	N	May be terminated without cause only on 10/1 of any year, with a min. of 6 mos. notice (July 2024).
Palmsol	Port Wide	Network Consulting Service	RFP	4/21/2016	MIS / Director of Information Systems	04/21/16	3	Successive 3 yr. terms	4/20/2025	$14,250.00/year	N	Cancellation at any time with written notice of effective termination date.
Davco Electrical	Electrical repairs	Port Wide	RFP	3/28/2022	Facilities / Dir of Facilities	06/01/22	3	Two additional 1 yr. terms	5/31/2025	$24,987.06/year	N	Cancellation at any time with written notice of effective termination date.
Netphone	Cabling services	Port Wide	RFP	5/19/2022	MIS / Director of Information Systems	06/14/22	3	Two additional 1 yr. terms	6/13/2025	$13,000.00/year	Y	Cancellation at any time with written notice of effective termination date.
AT&T	Local calling plan.	Port Administration	N/A	6/27/2019	MIS / Director of Information Systems	06/27/19	3	Month to month after initial term	6/26/2025	$44/month, per access line	N	Cancellation at any time with written notice of effective termination date.
Dynafire, Inc.	Alarm monitoring, inspection and repair	MOC/CT, POC, S Gate, Bldg. D (Tropical) and Bldg. 13 (Gulfstream)	RFP	3/28/2022	Facilities / Dir of Facilities	07/01/22	3	Two additional 1 yr. terms	6/30/2025	$19,520.00/year	N	Cancellation at any time with written notice of effective termination date.
Ricoh	Lease/service agreement on (2) IMC6000's - MOC - 6th floor, behind reception and in copy room	Port Administration	State Contract	11/18/2021	Finance / Dep Dir of Finance & Cap Improv	04/01/22	5	None	3/30/2027	$5,072.40/year	N	Cancellation with 30 days written notice.
S. Davis & Assoc., P.A.	Annual Audit Services	Finance	RFP	8/19/2021	Finance / Dep Dir of Finance & Cap Improv	05/19/22	5	Two additional 1 yr. terms	5/18/2027	$68,500.00/year Next 4 years $63.500.00/year	Y	Cancellation at any time with 30 days written notice.
Gonzalez & Sons Equipment, Inc.	Track repair services	Railroad	RFP	6/16/2022	Facilities / Dir of Facilities	06/27/22	3	Two additional 1 yr. terms	6/26/2027	$23,127.00/year	Y	Cancellation at any time with written notice of effective termination date.
Ricoh	IMC6000 Multi-function copier/printer - 6th flr./behind reception	MOC	State Contract	8/25/2022	Finance / Dep Dir of Finance & Cap Improv	09/29/22	5	None	9/30/2027	$16,011.60/year	N	At any time at end of lease term.
E.C. Fennell	Engineering Services/Study Activity under $200K	Port Wide	CCNA	3/15/2018	Engineering / Port Engineer	03/18/18	N/A	N/A	Continuing Contract	$0/FY 2023	N	Cancellation at any time for convenience.
Jacobs (FKA CH2M Hill)	Engineering Services/Work of a Specified Nature	Port Wide	CCNA	3/11/2008	Engineering / Port Engineer	03/11/08	N/A	N/A	Continuing Contract	$11,605.10/FY 23	N	Cancellation at any time for convenience with 90 calendar days written notice.
Devine, Blalock, Martin & Sellari, LLC	Auditing Services	M.O.C.	Direct Purchase	N/A	Finance / Dep Dir of Finance & Cap Improv	As-needed	N/A	N/A	Until Terminated	$0/FY 2023	N	Cancellation at any time for convenience.
GNP Services, CPA, PA	Arbitrage rebate services for bonds	M.O.C.	Direct Purchase	N/A	Finance / Dep Dir of Finance & Cap Improv	As-needed	N/A	N/A	Until Terminated	$0/FY 2023	N	Cancellation at any time for convenience.
Spectrum Municipal Services	Financial Advisor	M.O.C.	Direct Purchase	N/A	Finance / Dep Dir of Finance & Cap Improv	As-needed	N/A	N/A	Until Terminated	$0/FY 2023	N	Cancellation with 60 days written notice.
Goode Companies Inc.	Dumpster Service	M.O.C.	Interlocal Agreement	N/A	Facilities / Dir of Facilities	As-needed	N/A	N/A	Until Terminated	At rates in effect.	N	Franchise agreement with City of Riviera Bch
Goode Companies Inc.	Dumpster Service	Southgate Warehouse	Interlocal Agreement	N/A	Facilities / Dir of Facilities	As-needed	N/A	N/A	Until Terminated	At rates in effect.	N	Franchise agreement with City of Riviera Bch
Goode Companies Inc.	Recycling Dumpster and Bin	MOC	Interlocal Agreement	N/A	Facilities / Dir of Facilities	As-needed	N/A	N/A	Until Terminated	At rates in effect.	N	Franchise agreement with City of Riviera Bch
Sheriff of P.B.C.	NICB Processing	Port Wide	Interlocal Agreement	N/A	Security / Director of Security	As-needed	N/A	N/A	No Exp. Date	Original contract 6/99.	N	Cancellation with 30 days written notice
AFLAC	Provides voluntary, employee-paid, policies to Port staff	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	4/1/2001	Optional insurance for employees: cancer, hospitalization, etc.	N	N/A
AIG Valic Financial Advisors, Inc.	Provides voluntary, employee-paid, deferred compensation services	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	1/1/1980	457 plan deferred optional retirement plan	N	N/A

AXA Equitable	Provides voluntary, employee-paid, deferred compensation services	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	1/1/1980	457 plan deferred optional retirement plan	N	N/A
Coach Comp America	Provides screenings for on-the-job injuries (Workers' Compensation)	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	5/1/2006	Used for workers comp injury claims	N	N/A
Palm Beach Post	Advertising Contract	M.O.C.	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Until Terminated	N/A	N	Cancellation with 30 days written notice
Idemia	Renewal of Port TWIC badges	Port Administration	N/A	N/A	Security / Director of Security	As-needed	N/A	N/A	Until Terminated	$125.00 per employee	N	N/A
Absolute MDT	Provides pre-employment and post-accident drug screenings	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Until Terminated	Drug free workplace provider	N	N/A
Cliff Berry, Inc.	Spill cleanup	Port Wide	N/A	5/20/2021	Facilities / Dir of Facilities	As-needed	N/A	N/A	Until Terminated	$450/yr. retainer. Credited back if service scheduled.	N	Cancellation at any time with written notice of effective termination date.
MD Now Medical Centers, Inc.	Hearing/Vision screenings for rail crew	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Until Terminated	FRA safety regulations - rail crew	N	N/A
Manpower	Temporary Employment Service	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Until Terminated	Used for basic labor workers - bill rate $17.86	N	N/A
Express	Temporary Employment Service	Port Administration	N/A	N/A	Dep Dir Bus Ops & Admin	As-needed	N/A	N/A	Until Terminated	Used for janitorial workers - bill rate $19.15	N	N/A
Loomis	Armored Car Service	MOC/Office	Direct Purchase	1/21/2021	Finance / Dep Dir of Finance & Cap Improv	03/01/21	1	Succesive 1 yr. terms	2/28/2023	$1,548.00/year	N	Cancellation with 60 days written notice. Cancelled eff. 8/1/23. **Paying monthly fee of $129 through 2/28/23.**

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Daniel Kirchman
Submitting Department: Finance
Item Type: Agreement
Agenda Section: CONSENT AGENDA

Subject:
Master Banking Services Agreement with Wells Fargo Bank, N.A.

Suggested Action:
Motion to approve First Amendment to Master Banking Services Agreement with Wells Fargo for fiscal year 2023/24 banking services.

Background:
Wells Fargo Bank, N.A. formerly Wachovia has been providing banking services for the Port since January 2006. In November 2005, a Request for Qualifications (RFQ) was issued, and Wells Fargo was the highest ranked proposer. The FY 2023 banking fees were approximately $45,083 or $3,757 per month, inclusive of Federal Deposit Insurance Corporation (FDIC) fees of approximately $21,894 or $1,825 per month. The current agreement with Wells Fargo is scheduled to expire on October 31, 2023.

Staff recommends approval of the first amendment to the master banking services agreement dated November 17, 2022, to extend the agreement through October 31, 2024, and allows for a 30-day termination notice, which provides the Port the option to solicit for banking services during the fiscal year.

Financial Impact:
Yes

Financial Impact Details:
Banking Service fees are estimated at $45,083 and are included in the Adopted FY 2023-24 Operating Budget.

Additional Information Attached:
No

Action Taken:

Attachments:
First Amendement to Master Banking Services Agreement (MBSA) with Wells Fargo

2022-2023 Master Banking Services Agreement (MBSA) with Wells Fargo

Exhibit A of 2022-2023 Master Banking Services Agreement (MBSA) with Wells Fargo

Exhibit B of 2022-2023 Master Banking Services Agreement (MBSA) with Wells Fargo

FIRST AMENDMENT TO
MASTER BANKING SERVICES AGREEMENT

This First Amendment ("Amendment") amends certain terms of the Master Banking Services Agreement dated November 17, 2022 (the "Agreement"), by and between Wells Fargo Bank, N.A. ("Bank"), and the Port of Palm Beach District ("District") is made effective by the parties as of October 31, 2023 (the "Effective Date"). All terms not specifically defined herein shall have the meanings ascribed to them in the Agreement.

From and after the Effective Date, the Agreement is hereby amended as follows:

1. Section 4 is hereby deleted in its entirety and replaced with the following.

4. Term and Termination.

Unless terminated sooner in accordance with the Service Documentation or as set forth herein, this Agreement will continue in effect until October 31, 2024. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation).

Bank may also terminate the Agreement for cause (a) following notice to the District of a breach of any provision of the Service Documentation and the District's failure to cure the breach within fifteen (15) days of the date of such notice, or (b) without notice to the District if (i) The District is subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or the District enters into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up, (ii) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity, (iii) The Bank determines in its sole discretion that continuing to provide a Service may place the Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Bank determines in its sole discretion that a material adverse change has occurred in the District's ability to perform its obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or (v) the Account necessary to provide a Service is closed. The termination of a Service will not affect the District's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the District for any losses or damages the District may incur as a result of any termination of any Service or this Agreement.

2. This Amendment may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Amendment. This Amendment may be executed and delivered via facsimile or any electronic means, such as email.

[Signatures on following page]

Each of the parties hereto agrees to be bound by the terms and conditions of this Amendment and each of the Attachments, as of the above written date.

Port of Palm Beach District	**Wells Fargo Bank, N.A.**
By: _____	By: _____
Name: _____	Name: Ethan Sylvester
Title: _____	Title: Relationship Manager

COPY

Port's Original

MASTER BANKING SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of the 17th day of November, 2022 by and between Wells Fargo Bank, N.A. ("**Bank**"), and the Port of Palm Beach District ("the District") for the period of November 1, 2022 to October 31, 2023.

Recitals

WHEREAS, the District has requested that Bank provide certain banking and treasury management services (collectively, the "**Services**") to the District; and

WHEREAS, Bank has agreed to provide the Services to the District, and the District has agreed to accept the Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, each of Bank and the District expressly acknowledge, each of Bank and the District hereby agree as follows:

Agreement

1. Service Documentation. Bank shall provide, and the District shall accept, the Services pursuant to the terms and conditions of the "**Service Documentation**" which includes:

1.1 This Agreement;

1.2 Bank's Proposal - Exhibit A Pricing;

1.3 The account agreement for the deposit accounts that the District maintains at Bank (the "**Deposit Agreement**") (Exhibit B).

1.4 The Service Description for each Service (each, a "**Service Description**") (Exhibit C).

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Deposit Agreement and the Service Descriptions in effect as of the date of this Agreement are attached hereto as Exhibits B and C.

The Service Documentation constitute the entire agreement between Bank and the District and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services; Additional Services. Bank and the District will agree upon the Service(s) to be provided. If the District requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

3. Changes to Services or Service Documentation.

Bank may change the Services and/or terms in the Service Documentation listed in Exhibits B and C at any time upon prior written notification. If the District discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If the District continues to use a Service after the change becomes effective, it will be bound by the change.

4. Term and Termination.

Unless terminated sooner in accordance with the Service Documentation or as set forth herein, this Agreement will continue in effect until October 31, 2023. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party (unless a Service is terminated sooner in accordance with the Service Documentation).

Bank may also terminate the Agreement for cause (a) following notice to the District of a breach of any provision of the Service Documentation and the District's failure to cure the breach within fifteen (15) days of the date of such notice, or (b) without notice to the District if (i) The District is subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or the District enters into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up, (ii) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity, (iii) The Bank determines in its sole discretion that continuing to provide a Service may place the Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Bank determines in its sole discretion that a material adverse change has occurred in the District's ability to perform its obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or (v) the Account necessary to provide a Service is closed. The termination of a Service will not affect the District's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the District for any losses or damages the District may incur as a result of any termination of any Service or this Agreement.

5. Service Fees. The District shall pay Bank the fees for the Services as set forth in the Proposal attached hereto as Exhibit A, exclusive of taxes based on Bank's net income. Except as otherwise agreed to between the District and Bank, Bank may debit the District's account(s) with Bank for any fees not covered by earnings credits and any taxes that are due, or it may send an invoice to the District for such amounts, which the District will promptly pay. Upon Bank's ninety (90) days prior written notice to District, Bank shall have the right to provide District with a new pricing Proposal which shall then govern the fees for the Services without the need to formally amend this Agreement. The District retains the right to terminate the Agreement upon thirty (30) days prior written notice to Bank. The District shall have the option of using either a nonInterest-bearing account (NIB) or a Government Advantage Interest Checking account (GAIC), and can switch between them as the interest rate environment changes. The Bank-managed ECR is In the Bank's sole discretion which is set internally each month after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. The Bank-managed rate applies to both NIB and GAIC accounts.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform

under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

6.2 The District warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

6.3 If the District employs an agent in connection with its use of any Service, the District represents and warrants to Bank that (a) the District's governing body has duly authorized the agent and (b) The District will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding the District's use of a Service from the District's agent will be deemed to be a communication from the District, and the District authorizes Bank to communicate with the District's agent regarding any such communication or Service.

6.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

7. Bank's Liability and Indemnification.

7.1 Bank will only be liable to District for District's direct monetary losses due to Bank's negligence or intentional misconduct resulting from or relating to this Agreement, except to the extent caused by the negligent acts, omissions, or willful misconduct of the District, its officers, employees, agents, or employees. Bank's liability under this Agreement (including Section 7.2 herein) will be limited to an amount not to exceed 10 times our fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred). Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

7.2 During the term of this Agreement, Bank will indemnify, defend and hold harmless District and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party.

7.3 Except in the case of Bank's negligence or intentional misconduct, the District will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of the District; and (c) if the Service includes a license or sublicense of any software to the District, the use or distribution of the software by the District or any person gaining access to the software through the District that is inconsistent with the license or sublicense.

8. Miscellaneous.

8.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to the District as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action (not subject to arbitration) arising out of or relating to this Agreement shall lie in state or federal courts in or for Palm Beach, Florida.

8.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for the District in Bank's records, and any notice from Bank will be effective when sent. The District will use the address where the District's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from the District will be effective when actually received by Bank. Bank will be entitled to rely on any notice from the District that it believes in good faith was authorized by an authorized representative of the District and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it.

8.3 The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to District. Bank reserves the right to perform services using this model, subject to Bank engaging subcontractors under binding agreements at least as protective of District as this Agreement (including obligations restricting disclosure and use of confidential information), and to subcontract freely and to add and delete service providers at Bank's discretion. Bank will remain fully responsible for performance of all obligations under this Agreement, including those performed by a subcontractor or other service provider engaged by Bank. The words "subcontract" and "subcontractor" refers only to a contractual arrangement with a third party (other than an independent delivery service or similar service provider) that is specific and limited to work to be performed for the District under this Agreement, and does not include any contract or other arrangement with a third party under which the third party assists Bank in providing services or products (which may include services or products provided to District under this Agreement) to its customers more generally.

9.4

9.5 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

Port of Palm Beach District

By: _____

Name: Manuel Almira

Title: Executive Director

Wells Fargo Bank, N.A.

By: _____

Name: Ethan Sylvester

Title: Relationship Manager

WELLS FARGO

Port of Palm Beach - 2022 PRICING

Service Description	Price
ACH Fraud Filter	
ACH CEO FRAUD FILTER STOP MTHLYBASE	15.00000
ACH BLOCK/FRAUD FILTER STOP BASE	15.00000
ACH Origination	
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000
ACH PAYMENTS ONLINE BATCH RELEASE	2.00000
ACH PAYMENTS BASE FEE	30.00000
ACH PAYMENTS FUTURE DATED ITEM	0.08000
ACH CEO SUBSCRIPTION - ACCOUNT	0.00000
ACH NOC - ELECTRONIC	6.50000
ACH Receive	
ACH RECEIVED ADDENDA	0.03000
ACH RECEIVED ITEM	0.02000
Account Reconcilement	
CEO CHECK ISSUES-ITEM	0.04000
ARP AGED ISSUE RECORDS ON FILE-ITEM	0.01000
Cash Vault	
CASH VAULT DEPOSIT	1.25000
CASH VAULT CURRENCY/COIN DEPOSITED	0.00050
EDI Reporting	
CEO EDI PMT DETAIL SUBSC MO BASE	0.00000
General Account Services	
ACCT MAINTENANCE	20.00000
DEBITS POSTED	0.20000
ELECTRONIC CREDITS POSTED	0.35000
DDA STMT W/IMAGE CLASSIC-MTHLY BASE	0.53000
CLIENT ANALYSIS STATEMENT-PAPER	0.14000
General Disbursement Services	
STOP PAYMENT - AUTO RENEWAL	0.00000
PYMT AUTH MAX CHECK MTHLY BASE	20.00000
DDA CHECKS PAID	0.12000
Image Delivery	
CEO SEARCH	0.00000
Incoming Wire Transfers	
WIRE IN TO USA ACCT-USA DOMESTIC	10.00000
WIRE IN XBDR CORRESP BANK-USD/FX	7.00000
WIRE IN XBDR USA ACCT-USD OR FX	20.00000
Information Reporting	
CEO ALERTS SERVICE - EMAIL	0.02000
CEO INTRADAY REPORTING ITEMS RPTD	0.10000
CEO INTRADAY REPORTING SUBSCRIPTION	15.00000
CEO PREV DAY REPORTING ITEMS LOADED	0.10000
CEO PREV DAY REPORTING SUBSCRIPTION	15.00000
Paper Checks Deposited	
DEPOSITED CHECK	0.12000

Positive Pay	
PAYEE VALIDATION STANDARD-ITEM	0.03000
POSITIVE PAY ONLY - ITEM	0.05000
POSITIVE PAY ONLY MONTHLY BASE	15.00000
POSITIVE PAY EXCEPTION - CEO IMAGE	2.00000
POSITIVE PAY EXCEPTIONS - ITEM	6.00000

Returned Items	
CEO RETURN ITEM SERVICE MTHLY BASE	0.00000
CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000

Wires Origination and Reporting	
WIRE TRANSFER REPORT BASE-CEO	0.00000
WIRE BOOK TRANSFER CEO/API	0.00000
WIRE OUT DOMESTIC CEO/API	9.00000

Branch Services	
CASH ORDER FEE IN A WF BRANCH	9.00000
CURRENCY FURNISHED BY WF BRANCH	0.00300
CASHIER'S CHECK	12.50000

Gen Acct Services Recoupment	
RECOUPMENT MONTHLY IB	0.12750

Sweep	
SWEEP ACCOUNT POSITION REPORT	40.00000
SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000
SWEEP STAGECOACH MUTUAL FND MO BASE	250.00000

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service

Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer

A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

© 2022 Wells Fargo Bank, N.A. All rights reserved. Not intended for public distribution.

WELLS FARGO

Commercial Account Agreement

Effective May 2022

Contents

01 Welcome to Wells Fargo
02 About this agreement
03 Resolving disputes through arbitration
04 Important legal information
05 Statements and other notices relating to your deposit account
09 Rights and responsibilities
15 Checking and savings accounts
17 Electronic check indemnifications
18 Funds availability policy
20 Available balance, posting order, and overdrafts
21 Additional rules for checks and withdrawals
23 Your account ownership
24 Interest earning accounts
25 Time Accounts (CDs)
26 Electronic banking services
28 Selected services

Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
  - The pricing information and other account-related information
  - Our privacy policy
  - Our rate sheets for interest-bearing accounts
  - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third party until we have confirmed that your account is available to process transactions.

© 2022 Wells Fargo Bank, N.A. All rights reserved.

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English.
Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including “restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, and we receive email notifications that our message is undeliverable.

  In either event, we may:

  - Discontinue sending account statements and notices, and
  - Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Real-Time Payments (RTP®).

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.

- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.

- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts *(CDs)*

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2(j).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

- You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.
- All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- At the time of your request to close:
- For interest-earning accounts, your funds stop earning interest from the date of your request.

- The Agreement continues to apply.
- If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.
- After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;
- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity. You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over $50," or "payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned

check, we provide the following warranties:

- Image Quality Warranty: We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.

- No Double Debit Warranty: We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open **will** be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first $225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.
The funds in the other account would then not be available until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.

- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.

- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see “Funds availability policy” section for details).

- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. **We determine the available balance in your account (as described above) that we can use to pay your transactions.**

2. **We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**
   - **Deposits**. We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.
   - **"Must-pay" transactions**. A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

   - **Checks and certain ACH payments**. Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
3. **If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**
   - **Important Note:** When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over $100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.

- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is $100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.
- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).
If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.
- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit®* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is $25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of $25. If the available balance in your savings account is less than either $25 or the amount needed, we will transfer the available balance.

- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is $25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of $25. If the available credit in your credit card account is less than either $25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit will be made in increments of $100 or $300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service

Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at our discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there will be no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.

Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and you could be assessed fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

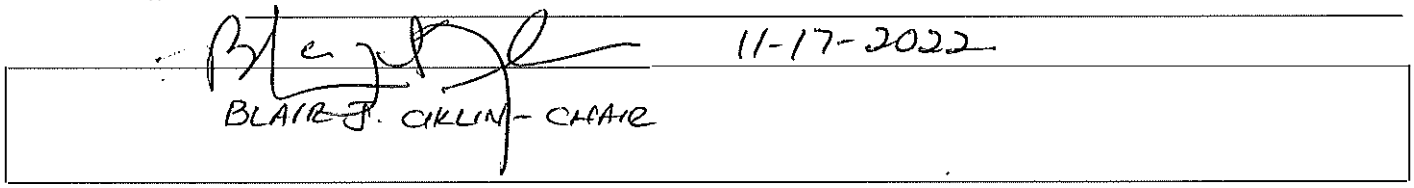
We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

Important information about fees:

- Fees may be assessed with each item paid into overdraft subject to the following:
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs us if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

I acknowledge that I have received the Wells Fargo Commercial Account Agreement and agree its terms and conditions, as amended from time to time, will govern the account(s).

Customer Name: Port of Palm Beach District



WELLS FARGO

Commercial Depository Service Description

Treasury Management Services

© 2019 Wells Fargo Bank, N.A. All rights reserved.

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Commercial Depository
- SafeVantage®

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The *SafeVantage* Service Setup Form (the "*SafeVantage* Setup Form"),
c. The Acceptance (which indicates your acceptance of the Service Documentation),
d. The Master Agreement (which contains terms and conditions applicable to all services),
e. The Account Agreement governing your account that you use for the Service ("Account"),
f. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
g. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Commercial Depository Service

1. **Description of Service.** With the Service, you may:
   a. Order Cash we prepared and make such Cash available to your Agent at our cash vault, and
   b. Deliver currency, coin, checks and other negotiable instruments to our cash vault or Night Depositories for processing.

2. **Cash orders from our cash vault.**
   a. **Cash Requests.** You may make a Cash Request of a Cash Shipment. The Cash Shipment will be made available to your Agent in Cash Bags at our cash vault. We are authorized to act upon any Cash Request we receive in accordance with this Service Description, and which we believe in good faith has been made by one of your Authorized Representatives. We will have no obligation to verify, and will not be liable for our failure to verify or investigate, any Cash Request.
   b. **Making Cash available to your Agent.** We are authorized to make Cash Shipments available to any person we in good faith believe to be your Agent. We will have no further responsibility, and you assume all risk of loss for Cash made available to any such person. We will make Cash Shipments available only at the locations, on days, and during the hours published by us from time to time. We reserve the right to suspend the Service at any time without notice.

c. **Your Authorized Representatives.** You will promptly certify to us the identity of each Authorized Representative. You will give prior written notice to us of any change in the authority of any Authorized Representative. We will be fully protected in relying on each such notification and on your obligation to promptly notify us of any change in the status of the Authorized Representative. We will have a reasonable period of time to act after receiving such notification.

d. **Security procedures.** For requests made in writing or by fax, operator-assisted telephone call or transmission, a Customer ID assigned by us is required. For *CEO* requests, you must have Log-On Credentials. For touch-tone/automatic response telephone requests, a Passcode is required. Operator limits may also be required. It is your responsibility to establish internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, Log-On Credentials and Passcode(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. You will notify us immediately in the event a breach of security is suspected.

e. **Debit of Account.** On each Business Day that we make a Cash Shipment available to your Agent, we are authorized to debit your Account for the aggregate amount of the Cash Shipment. You will maintain collected balances in the Account sufficient at all times to fully cover any debit. We have no obligation to release a requested Cash Shipment or any portion thereof to your Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Cash Shipment when it is to be made available to your Agent. If you fail to specify your Account to us, we may debit any account which you maintain with us for the amount of a requested Cash Shipment.

f. **Packing slip; differences in shipment amount.** A packing slip will be included with each Cash Shipment which states:
   i. The aggregate amount of the Cash Shipment,
   ii. The overall number of containers included in the Cash Shipment, and
   iii. The number of containers delivered to your Agent for transmittal to you.

   For each Cash Shipment we make available to your Agent, you will notify us immediately in writing of any difference between the amount specified on the packing slip for that Cash Shipment and the amount, as counted by you, of the Cash Shipment. In the event that the difference cannot be resolved, our count of the amount of the disputed Cash Shipment will be conclusive and binding on you.

3. **Cash vault processing.** The following procedures will govern delivery of Deposit Shipments to our cash vault locations and our processing of such Deposit Shipments:
   a. **Delivery by your Agent.** You will deliver Deposit Shipments in Deposit Bags to one of our cash vaults via your Agent. You are responsible for making all arrangements with your Agent for delivery of Deposit Shipments, and you assume all risk of loss while a Deposit Shipment is in the possession of your Agent. We may accept Deposit Shipments from any person we believe in good faith to be your Agent. The delivery of a Deposit Bag to us or our receipt of it on a manifest will not be deemed proof of our receipt of the contents listed on the deposit slip contained in the Deposit Bag or your records. We will have no responsibility for any Deposit Bag or its contents delivered to one of our cash vaults until we accept the Deposit Bag in accordance with our procedures and we count the contents of the Deposit Bag.
   b. **Delivery procedures.** When you deliver a Deposit Shipment to our cash vault, you agree you (and/or your Agent) will do the following:
      i. Deliver Deposit Bags only at the locations, on the days, and during the hours published by us from time to time,
      ii. Properly endorse all checks and other negotiable instruments included in a Deposit Shipment,
      iii. Use only Deposit Bags approved by us that are properly secured,
      iv. At the time of delivery, your Agent will provide us with a delivery manifest which specifies the number of Deposit Bags you included in the overall shipment delivered to us, as well as the contents of each Deposit Bag,

v. Obtain the signature of our employee who accepts delivery on that portion of the delivery manifest which your Agent retains, and
vi. Retain a copy of the receipt or other document covering each Deposit Bag you deliver to your Agent for at least one year from the date of delivery.

You agree you will only use Deposit Bags for the deposit of Items. You will not use Deposit Bags in any unauthorized manner or for any unlawful purpose. As to any property other than Items included in a Deposit Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property.

c. **Cutoff Time; AccountDeposits.** If a Deposit Shipment is received at one of our cash vaults on a Business Day before the Cutoff Time for that cash vault, the total amount of the deposits in such Deposit Shipment will be credited on that Business Day to the Account specified on the deposit slip for that Deposit Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after the Cutoff Time, the total amount of the deposits in that Deposit Shipment will be credited to the Account on the next succeeding Business Day. We will not deposit any Items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Deposit Shipment.
d. **Processing of Deposit Shipments.** You authorize us to open each Deposit Bag, count the contents, credit the amount of Items to the Account with us indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with our customary procedures. All deposits are subject to verification, and our count of the Items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between you and us until the count has been completed and the deposit credited to the Account. You acknowledge that you have had an opportunity to have our applicable count and verification procedures explained to your Authorized Representative and agree that the same will be deemed commercially reasonable.
e. **Adjustment procedures.** If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is less than the amount reported on the deposit slip covering that Deposit Shipment, we will debit the Account specified on the deposit slip by such difference and report the difference to you. If that Account has an insufficient collected and available balance to cover the debit, we will debit any of your other accounts with us for the difference. You agree to promptly reimburse us for the difference (or any portion thereof) for which there are insufficient available balances in your accounts with us. If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is more than that reported on the deposit slip covering the Deposit Shipment, we will credit the Account specified on the deposit slip for the difference and notify you.

4. **Night Depository delivery and processing.** The following procedures will govern Night Deposits, and our processing of Night Deposits:
   a. **Night Depositories; issuance of keys.** You may make Night Deposits to your Account by placing the Items to be deposited into a Night Bag and then placing the Night Bags in the Night Depository. Each of your offices listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Branch. You will designate to us in writing the individuals to receive the key for each of your offices. We may require such individuals to sign a receipt for the keys they receive.

b. **Contents of Night Bags; deposit of Night Bags.** You agree that Night Bags will be used only for the deposit of Items, and will not be used in any unauthorized manner or for any unlawful purpose. If any property other than Items is included in a Night Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property. Each Night Bag must contain one or more deposit slips which:
   i. Lists all the Items contained in that Night Bag and their total dollar amount, and
   ii. Identifies your Account to which the dollar amount of the deposit is to be credited.

   At the time each Night Bag is placed in a Night Depository you agree to securely close each Night Bag, place it completely in the Night Depository and securely lock the Night Depository.

c. **Processing of Night Deposits.** We may open each Night Bag and remove its contents without you or any of your representatives present. The contents of each Night Bag will be processed in accordance with our standard procedures. The Cutoff Time for deposits made through the Night Depository may be different from that for deposits made at the teller line. You understand and agree that the contents of a Night Bag will not be credited to the Account, nor will the relationship between you and us be that of a debtor to a creditor with respect to any Item in a Night Bag, until we have accepted the Item for deposit into the Account after counting all the Items in the Night Bag and calculating the total dollar amount of all such Items.

d. **Counting and adjustments.** If your records regarding the total dollar amount of the Items in any Night Bag differ from our calculation of the total dollar amount of the Items in the Night Bag, you have the burden of proving that your records show the correct amount in the Night Bag or our total will be accepted as final. If there is a difference between our total and your total for the amount of Items in a Night Bag (as shown on the deposit slip(s) in the Night Bag), we will send you a statement indicating the amount of the difference. In the event that the difference cannot be resolved, our count of the dollar amount will be conclusive and binding on you.

e. **Claims of lost or stolen Items.** You agree that you will have total responsibility for each Night Bag and its contents until the Night Bag has dropped completely into a Night Depository. You agree to notify us immediately if you determine that any Night Bag or any Item in a Night Bag has been lost or stolen while at one of our Branches. You will have the burden of proving the amount of any Item which you claim was lost or stolen while it was at a designated Branch and that disappearance of the Item occurred while it was at the designated Branch.

5. **Special instructions.** You may notify us in writing of any special instructions relating to cash orders or deposits of Items at our cash vault or Night Depositories. We may at our option accept or reject the instructions and so notify you. Even if accepted, we may stop complying with the instructions upon prior notice to you if we believe continued compliance would increase our costs or risks, interfere with our established or revised procedures, or diminish the efficiency of our operations. You will be solely liable for any loss attributable to increased risk resulting from a special instruction.

6. **Further assurances.** You agree to do all acts we may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description. You agree to provide us with information we request regarding any Deposit Shipment, including any information necessary to file a Currency Transaction Report and to determine the source of any Cash or Items in a Deposit Shipment.

7. **Representations and warranties.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, you represent and warrant to us at the time of the delivery of each Deposit Shipment that:
   a. **Deposits for own account.** You make Deposit Shipments for your sole account and do not directly or indirectly make any Deposit Shipments on behalf of any other party, unless you have previously disclosed such party to us and we have approved such party in writing, in our sole discretion.

b. **No deposits from outside the United States.** You do not make Deposit Shipments from any source known, or which upon reasonable inquiry would be known to you, to be outside the United States.
c. **No business as a foreign exchange house.** You do not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.

8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.

9. **Termination of Services.** We may immediately terminate this Service in whole or in part in the event of your breach of any representation or warranty in section 7 (Representations and warranties). Otherwise, we may terminate this Service upon sixty (60) days prior notice to you.

10. **Survival.** Sections 2(e), 2(f), 3(d), 3(e), 4(d), 4(e), 6 and 9 will survive termination of this Service.

SafeVantage® Service

1. **Description of Service.** We make the *SafeVantage* Service available to you in connection with the Commercial Depository Service described above in this Service Description. With the *SafeVantage* Service, we will provide provisional expedited credit to you for the Cash currency properly deposited into the Equipment's currency acceptors. Following our receipt of a Safe Report, we will provide provisional expedited credit to your Account in the total amount set forth in such Safe Report. Credits will only be applied on Business Days in accordance with the *SafeVantage* Setup Form. Currency and other Items inserted using the manual envelope drop of the Equipment will not receive provisional expedited credit, and will be processed and credited in accordance with the cash vault processing procedures for the Commercial Depository Service, as described above in this Service Description.

2. **Conditions to provision of our *SafeVantage* Service.** As conditions to our provision of the *SafeVantage* Service:
   a. You must enter into a Vendor Agreement,
   b. We must agree that the Equipment is suitable and compatible, in our sole discretion, for the *SafeVantage* Service, and
   c. You must agree to use the Equipment in accordance with the Vendor Agreement and as instructed by us as necessary from time to time in connection with the *SafeVantage* Service.

   You acknowledge that we are not providing the Equipment and have no obligation or liability with respect to the Equipment or any service related thereto other than the *SafeVantage* Service.

3. **Ownership of Cash.** You agree that Wells Fargo-Owned Cash is our Cash currency and will not at any time be your property or the property of any other person, including your Agent. No person, other than us and our Representatives, shall have any possessory or ownership rights to Wells Fargo-Owned Cash under Section 362 or Section 541 of the U.S. bankruptcy code. You shall take all actions necessary, and all additional commercially reasonable actions that we request to ensure and evidence that Wells Fargo-Owned Cash remains our sole and exclusive property. You agree that neither you nor your Agent will commingle Wells Fargo-Owned Cash with Cash currency owned by another financial institution or any other person.

4. **Access to Cash.** You agree that physical access to Wells Fargo-Owned Cash will be restricted to:
   a. Your Agent solely for the purpose of performing services in accordance with the Vendor Agreement, and
   b. If applicable, a maintenance service provider solely for the purposes of providing routine maintenance services or repairs on the Equipment.

   You agree that we will, at all times, have control and immediate access to all Wells Fargo-Owned Cash by having : (1) the ability to recall any of the Wells Fargo-Owned Cash the same Business Day as the day of the request; and (2) unfettered and immediate access to the Wells Fargo-Owned Cash upon your financial distress as determined in our sole discretion. You agree to fully cooperate with us and our representatives in connection with our access to Wells Fargo-Owned Cash, including instructing your Agent to deliver Wells Fargo-Owned Cash to one of our cash vault locations if and as requested by us. You release us and our representatives (including without limitation any armored carrier engaged by us) from any and all Losses arising out of or related to our representative acting on our request or direction to access Wells Fargo-Owned Cash on our behalf and/or to deliver the Wells Fargo-Owned Cash to us, except to the extent any Losses arise from the gross negligence or willful misconduct of our representative. Our representative shall be a third party beneficiary of the release described above in this section.

5. **Risk of loss.** You are responsible for all risk of loss and liability for Wells Fargo-Owned Cash that is not at one of our cash vault locations, including but not limited to loss, damage or contamination of Wells Fargo-Owned Cash, theft or destruction of Wells Fargo-Owned Cash, malfunction of the Equipment or you, your Agent's or any of your representative's negligence or willful misconduct.

6. **Adjustments.** If the total amount of the Cash currency processed and verified for a Safe Report is less than the amount reported for such Safe Report, we may debit the Account without notice to you. If the Account has insufficient funds to cover the debit,we may debit any of your other accounts with us for the difference, and you agree to promptly reimburse us for the difference (or any portion thereof) upon our demand, without setoff or counterclaim. If the total amount of the Cash currency processed and verified for a Safe Report is more than the amount reported on such Safe Report, we will credit the Account for the difference without notice to you. If your Vendor Agreement provides any guarantees or other protection for the contents of the Equipment including Cash currency deposited through the currency acceptors, we reserve the right to require you to file a claim with such vendor before making any claim against us.

7. **Reimbursement.** Unless it results solely from our negligence or willful misconduct, you will reimburse us for Losses we incur from (a) providing the *SafeVantage* Service to you in accordance with this Service Description, or (b) an action you ask us to take in connection with the *SafeVantage* Service and this Service Description. You authorize us to recover any such amount by debit to your accounts with us or our affiliates.

8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.

9. **Survival.** Sections 3 - 7 will survive the termination of the *SafeVantage* Service.

10. **Notice.** You agree to provide us immediate notice of any default or breach of the Vendor Agreement by you or the vendor or termination of the Vendor Agreement.

11. **Termination.** Either party may terminate the *SafeVantage* Service in accordance with the terms of the Master Agreement. In addition, if the Vendor Agreement is terminated for any reason, the *SafeVantage* Service will automatically terminate, unless otherwise agreed by you and us.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Agent means an armored car service approved by us or, in Alaska only, the U.S. Postal Service, in each case, acting as your agent.

Applicable Law is defined in section 3 of the Master Agreement.

Authorized Representative means (a) any person you authorize us to communicate with regarding authorization codes or other security procedures for this Service; (b) your Agent authorized to accept delivery of Cash; and (c) where applicable, the persons who are authorized users of this Service.

Branch means one or more of our branch locations listed on our Night Depository Set-up Form.

Business Day means every day except Saturday, Sunday and federal holidays.

Cash means U.S. denominated currency and coin.

Cash Bag means bags or other containers into which Cash Shipments are placed.

Cash Request means a request you make to us in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, fax, or our *Commercial Electronic Office® (CEO®)* portal for a Cash Shipment in the amount you specify.

Cash Shipment means shipments of Cash in Cash Bags in accordance with this Service Description.

Currency Transaction Report is defined in the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time.

Customer ID is a unique identifier given to you by us for each of your locations enrolled in the Service.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Deposit Bag means bags or other containers into which Deposit Shipments are placed.

Deposit Shipment means your delivery of Items in accordance with this Service Description.

Equipment means certain units of safes provided by vendors, in each case, acceptable to us.

Items mean, collectively, Cash, checks and other negotiable instruments properly endorsed by you.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Night Bag means disposable bags used for Night Deposits.

Night Deposit means your delivery of Items to our Night Depositories in accordance with this Service Description.

Night Depository means the night depository receptacle at one of our Branches.

Night Depository Set-up Form means the form required to be completed to receive key(s) to access the Night Depository.

Passcode means a code established to access our Telephony Interface Unit via the telephone number we provide to you.

Safe Report means a transmission report from any unit of Equipment stating the amount of Cash currency inserted into the Equipment's currency acceptors.

Vendor Agreement means a valid and binding agreement with a vendor, acceptable to us, for the provision of the Equipment.

Wells Fargo-Owned Cash means all Cash currency located in the Equipment and the amount of Cash currency removed from the Equipment for delivery to us by your Agent, in each case, for which we have given you provisional expedited credit.

WELLS FARGO

ACH and related services Service Description

Treasury Management services

[REVISED – September 30, 2022]
© 2022 Wells Fargo Bank, N.A. All rights reserved.

Table of contents

03	Introduction	06	Cash Concentration Service	09	*WellsTAX* Payments Service
03	Services	07	ACH Fraud Filter Service	11	Glossary
03	ACH Origination Service	08	*Perfect Receivables*® Service		

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination service
- ACH Fraud Filter service
- Cash Concentration service
- *Perfect Receivables*® service
- *WellsTAX* Payments service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.

4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.

5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.

6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.

7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.

8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.

10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.

12. **Indemnification.** We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.

13. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.

14. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of the Services.

Additional Terms and Service options

15. **International Entries.** This section contains additional terms that apply when you originate International Entries.
    a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
        i. The laws and payment system rules of the receiving country of your International Entry,
        ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
        iii. The ACH Rules.

    If there is a conflict among these three areas, they will govern in the order listed above.
    b. **Currency conversion.** With respect to International Entries, we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
    c. **Acts or omissions of third parties.** We will not be liable for:
        i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
        ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.

16. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender or a nested Third-Party Sender, as defined by Nacha Rules.
    a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
        i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and supplemental Registration information requested by us, and

iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and

iv. Enter into a written agreement with that customer in which that customer agrees:

1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
4. That we may at any time refuse to process an ACH Entry for that customer.

b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third-Party Sender.

c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence of each Third Party Sender and Nested Third Party Sender, as well as that you continue to maintain a program of monitoring of those Third Party Senders and Nested Third Party Senders, to determine that:

i. Each customer is engaged in a legitimate business, and

ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business.

iii. That the program of oversight of the customer's originators maintains adherence to all relevant Nacha rules.

d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer's business and transactions on an ongoing basis and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.

e. **Audit:** You agree to comply with all audit requirements under the Nacha rules and agree to provide proof of compliance upon request.

17. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.

18. **MICR-split processing service.**

a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.

b. You represent and warrant to us that:

i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and

ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

19. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.

a. **Options.** You can choose from the following options:

i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.

b. **Representations and warranties.** With respect to each debit Entry, we originate on your behalf, you represent and warrant to us that:
   i. The debit Entry is authorized,
   ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
   iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.

c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.

d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
   a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
   b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
   c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.

2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
   a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
   b. **Post option.** All Echecks will automatically post without your review.
   c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.

3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.

4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

***Perfect Receivables*® Service**

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.

2. **WPIC restrictions.**
   a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
   b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
   c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.

3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.

4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
   a. That does not contain all of the required information specified by us,
   b. If we suspect that you are not entitled to the Remittance,
   c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
   d. If you are in default under this Service Description or any other Service Documentation.

5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.

6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

***WellsTAX* Payments Service**

1. **Description of service.** With this Service, you can use our *CEO*® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.

2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.

3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.

4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.

5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.

6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.

7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.

8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.

9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.

10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.
11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service, or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
    a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
    b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

***CEO*® portal** means our Commercial Electronic *Office*® portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Nested Third-Party Sender – As defined in Nacha Rules, a Nested Third-Party Sender is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator**, without a direct agreement with the ODFI.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

WELLS FARGO

Wire Transfer Service Description

Treasury Management Services

© 2019 Wells Fargo Bank, N.A. All rights reserved.

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Wire Transfer

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.

2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

   We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.

   a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
   b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**
   a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
   b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.

4. **Authorization to pay**. You authorize us to:
   a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
   b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

   You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:
   a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
   b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

   If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.

7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.

8. **Drawdown requests.** A “drawdown request” is an instruction from you to another depository institution to debit:
   a. An account at that institution and transfer the funds to us (an “outgoing drawdown request”), or
   b. The Account and transfer the funds to that institution (an “incoming drawdown request”).

   In this Service description, “Payment Order” includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

   If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

WELLS FARGO

Information Reporting and Image Delivery Service Description

Treasury Management Services

November 8, 2019

© 2019 Wells Fargo Bank, N.A. All rights reserved.

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Information Reporting and Image Delivery

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. **Description of services.**
   a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
   b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our *CEO* portal, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
   c. The information may include images of Items or other instruments that are:
      i. Posted to or processed through the Account,
      ii. Cashed or collected by us or accepted for deposit to the Account, and
      iii Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. **Accuracy of Information.**
   a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
   b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. **Software Sublicense.** If a software license or sublicense is required for you to access the Service ("Software Sublicense"), we will make the terms of the Software Sublicense available to you as part of the set up process for the Service. You will be required to accept the Software Sublicense before being allowed to access the Service. We may terminate any Service requiring use of a Software Sublicense immediately on written notice to you, including without limitation if you fail to comply with the Software Sublicense.

4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.

WELLS FARGO

Check Disbursements and Fraud Prevention Services Service Description

Treasury Management Services

© 2020 Wells Fargo Bank, N.A. All rights reserved.
Revised November 6, 2020

Table of contents

03 Introduction

04 Fraud Prevention and Related Services

04 Positive Pay

07 Reverse Positive Pay

09 Payment Authorization

09 Account Reconciliation Plan

10 Controlled Disbursement Account

13 Specialized Disbursements Services

13 Centralized Disbursements Manager

19 Payable Through Draft

21 Third Party Drafts

25 Glossary

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:
Fraud Prevention and Related Services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized Disbursement Services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Services),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud Prevention and Related Services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
   a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section 1b below:

      i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
      ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
      iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section 1b,
      iv. We will pay or return each Exception Check (see section 5), and
      v. We separately review each "directly-presented Check" (see section 8).

   b. **Service options.** You may enroll an Account in one of two options of the Service:
      i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
      i. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.

2. **Check Issue Data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
   a. We will use only the Check Issue Data you provide to us,
   b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
   c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.

3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).

4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our *CEO* portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
    a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
    a. **Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the *CEO* portal, you will use the *CEO* portal to communicate your instruction regarding the Exception Check to us.
    b. **No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.

6. **Default Options.** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
    a. **"Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
    b. **"Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.

7. **Payee Validation Service.**
    a. **Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
        i. On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
        ii. If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
        iii. If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.

b. **When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
   i. The Check is less than the Payee Validation Threshold,
   ii. The payee's name on the Check is handwritten instead of machine-printed,
   iii. You fail to include the payee's name on the Check in your Check Issue Data,
   iv. We do not receive your Check Issue Data for the Check before our Cutoff Time, or
   v. You request we add the payee's name manually to Check Issue Data you have previously provided to us.

c. **Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
   i. The Check with the unauthorized alteration is hand-written, or
   ii. We fail to identify an alteration or other discrepancy in the payee's name because:
      1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
      2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:

   a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
   b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

   You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presented Check will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**
   a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
      i. There is an alteration in its serial number or amount,
      ii. It is counterfeit, bears a forged or unauthorized signature, or
      iii. It was otherwise not validly issued.
   b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
      i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and

ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. **Stop payment; cancel and void instructions; stale-dated Checks.**
    a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
        i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
        ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
    b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
    c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. **Our right to return checks.** Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:
    a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
    b. There are insufficient collected and available funds in your Account to pay the Check.

    You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. **Survival.** Sections 4, 7, 9 , 10 and 11 will survive termination of Services.

Reverse Positive Pay Service

1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
    a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
    b. You can request we edit Checks that have posted incorrectly to your Account,
    c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
    d. You can instruct us to return unauthorized Checks.

    For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our *CEO* portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the *CEO* portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.

3. **Teller match service.**
    a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
    b. With respect to a directly-presented Check, we will have no liability to you for not performing:
        i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
        ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.

4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.

5. **Checks to be paid; liability limit and indemnification.**
    a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
    b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
    c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.

6. **Edit requests and return instructions.**
    a. **Edit requests.** We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the *CEO* portal.
    b. **Return instructions.** We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.

8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.

2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP) Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
   a. Receive Account information reporting, based on the Service options you select,
   b. Store information about Items you issue on your Accounts, and
   c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.

2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.

3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
   a. The Account Agreement governs the stop payment order,
   b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
   c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"),
   b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
   c. The information reporting service specified by us ("Information Reporting Service").

   Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
   a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
   b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

   If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

3. **Your obligation to deposit funds in Funding Account.**
   a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
      i. The Total Net Presentment or your estimate of the Total Net Presentment, and
      ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.

   b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
      i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
      ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
   a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
   b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.

6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.

7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
   a. Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
   b. Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

   Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.

9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
   a. Your performance or failure to perform your obligations in accordance with this Service Description,
   b. Us acting on any information you provide us in any Service Documentation or otherwise,
   c. If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
   d. Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
   e. Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
   f. If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
   g. Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
   h. The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.

10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:
    a. You fail at any time to fund the Funding Account as required in this Service Description,
    b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
    c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.

    Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.

11. **Survival.** Sections 2 and 5 – 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

1. **Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.

2. **Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.

3. **Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").

4. **Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.

5. **Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.

7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.

8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("CDM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.

9. **CDM check issuance; Issue Files.** You must identify and describe each CDM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a CDM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the CDM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any CDM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative CDM data base of issued and outstanding CDM Checks (the "Issue File Data Base").

10. **Presentment and payment of CDM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a CDM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.

11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via CDM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.

12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any CDM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.

13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue CDM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
    a. Issue Funding Basis. If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
    b. Presentment Funding Basis. If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.

14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.

a. **ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.

b. **ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.

c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.

d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.

e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.

15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth in this section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
    a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
    b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
    c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
    d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
    e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
    f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.

16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.

17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.

18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.

20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.

21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.

22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.

23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.

25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WELLS FARGO BANK, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our *CEO* portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
   b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
      i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
      ii. Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.

      To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

   c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.

11. **Liability and Indemnification.**
   a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
      i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
      ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
      iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
      iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
         1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
         2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and

3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"), and
   b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WFB, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
   i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
   ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

   To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not consitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudlent transaction.

10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

11. **Liability and indemnification.**
    a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
       i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
       ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
       iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
       iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
          1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
          2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
          3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

       "Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

       When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying

bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. **Anti-money laundering and sanctions controls.** While this Service Description is in effect, you will:
   a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations, judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
   b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
   c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
   d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
   e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
   f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. **Survival.** Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section 11(f) of the Master Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

WELLS FARGO

Stagecoach Sweep® service description

Treasury Management Services

December, 2021

© 2021 Wells Fargo Bank, N.A. All rights reserved.

Table of contents

3 Introduction

3 Services

3 Wells Fargo Stagecoach Sweep®

Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Customer under this Service Description. "Customer" is the Bank customer identified on the Acceptance of Services that is signed when Customer enrolls in the Service ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Customer's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Customer is enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (*CEO*®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

Services

Wells Fargo Stagecoach Sweep®

1. **Description of services.**

   The Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 3 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 5. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 4. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 6 through 10.

2. **Authorization.**

   Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.

3. **Investment Sweep Options.**

Bank offers the following Investment Sweep Options, each of which is subject to Section 4:

a. Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to an omnibus deposit account at Bank ("Preferred Option Account"). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

c. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

d. Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund ("MMMF") Option. The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Customer.

4. **Maximum Investment Amount; Transferable Balance not invested; earnings on Investment Sweep Option.**

a. Maximum Investment Amount. If Customer has designated a maximum amount for investment in Customer's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer's Transferable Balance or Maximum Investment Amount. Any portion of Customer's Transferable Balance that is not invested pursuant to this Section 4a will remain in the Account and not earn interest.

b. Transferable Balance not invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Customer in the ordinary course of business. Any Transferable Balance not invested pursuant to this Section 4b will be held in accordance with Customer's Investment Sweep Option.

c. Earnings on Customer's Investment Sweep Option. Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

5. **Credit Sweep Option.**

At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Customer in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option that Customer may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Customer if an event of default occurs under the Loan Documentation.

6. **Provisions Applicable To Each Investment Sweep Option.**

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

7. **Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Preferred Option.**

a. Interest. Interest will accrue on Customer's Transferable Balance in Bank's Preferred Option Account at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, interest on Customer's accrued but unpaid interest will accrue and compound daily. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.

b. Statements. Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

c. Bank fees. Bank reserves the right to assess a monthly deposit balance fee and a monthly recoupment fee on Customer's average daily Transferable Balance during the statement period. These fees are in addition to Bank's monthly maintenance fee. When Bank assesses the deposit balance fee or the recoupment fee, the amount of each fee will appear on the client analysis statement for Customer's account(s). For more information on the deposit balance fee and the recoupment fee, see Bank's Commercial Account Agreement. Bank reserves the right to change these fees at any time without notice.

8. **Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Repurchase Agreement Option.**

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE CUSTOMER'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO CUSTOMER. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO CUSTOMER.

a. Purchases and sales. Subject to the limitations described in Section 8b, on each Business Day on which there is a Transferable Balance Bank will sell to Customer an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Customer (see Section 8g.). Each sale by Bank to Customer is a "Transaction".

   Subject to Section 8b regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. At the beginning of the first Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

   The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Customer represents and warrants to Bank that Customer (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Customer's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Customer's governing body to enroll in this Repurchase Agreement option.

b. Purchase increments. To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of $100 (with any unused Transferable Balance remaining in the Account).

c. Holding of securities. On the date that Bank repurchases Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Agreement Option.

d. Right of substitution. Bank will not have any right of substitution with respect to the Repo Securities.

e. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Customer will have the security interest described in Section 10b). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.

f. Pledge of securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 10b. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.

g. Confirmations and statements. Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.

h. Additional disclosures.

   i. Customer and Bank recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

   ii. It is understood that either party’s right to liquidate Repo Securities held for in connection with Transactions hereunder or to exercise any other remedies hereunder is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended

   iii. Customer and Bank agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

   iv. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.

   v. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.

   vi. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

9. **Additional provisions applicable to Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option.**

MONEY MARKET MUTUAL FUNDS (EACH, A "MMMF") ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH MMMFS SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT $1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING ALLSPRING FUNDS INCLUDING THE MMMF OPTION CUSTOMER SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.allspringglobal.com. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT ALLSPRING FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL.

a. General. If Customer has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
b. Purchase of shares. Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Customer's Transferable Balance to the omnibus deposit account at Bank. Customer's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer's Investment Balance is not FDIC insured.
c. Statements. Bank will make a periodic statement available to Customer showing the Investment Balance and Customer's purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
d. Termination, suspension of Service. Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
e. **Shareholder communications.** All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.
f. Dividend accruals. Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

10. **FDIC disclosures.**

FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(l) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

a. Wells Fargo Stagecoach Sweep® Preferred Option. Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.
b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Purchase Price exceeded the then-current value of Customer's Fractional Interest.
c. Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Tacaria Anderson
Submitting Department: Executive Office
Item Type: Resolution
Agenda Section: CONSENT AGENDA

Subject:
Resolution 2023-08

Suggested Action:
Motion to approve Resolution No.2023-08 delegating authority to the Port Executive Director to review, consider, and or approve or deny assignment of the Classica Cruise Operator, LTD Single Vessel Operating Agreement to MV Cruises US Holdings, LLC.

Background:
On June 17, 2021, the Port of Palm Beach District (hereinafter “Port”) entered into a Single Vessel Operating Agreement with Classica Cruise Operator Ltd., (CCL) as lessee, which the parties have amended from time to time (the "Agreement"). CCL desires to assign its interest under the Agreement to MV Cruises US Holdings, LLC, a Delaware limited liability company (“Assignee”).

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
Yes

Action Taken:

Attachments:
Resolution 2023-08

RESOLUTION NUMBER __2023-08_____

RESOLUTION OF THE PORT OF PALM BEACH DISTRICT COMMISSION DELEGATING AUTHORITY TO THE PORT EXECUTIVE DIRECTOR TO REVIEW, CONSIDER, AND APPROVE OR DENY ASSIGNMENT OF THE CLASSICA CRUISE OPERATOR LTD SINGLE VESSEL OPERATING AGREEMENT TO MV CRUISES US HOLDINGS, LLC

WHEREAS, on June 17, 2021, the Port of Palm Beach District (hereinafter "Port") entered into a Single Vessel Operating Agreement with Classica Cruise Operator Ltd. (CCL) as lessee, which the parties have amended from time to time (the "Agreement");

WHEREAS, CCL desires to assign its interest under the Agreement to MV Cruises US Holdings, LLC, a Delaware limited liability company ("Assignee");

WHEREAS, the Port Executive Director has reviewed CCL's proposed assignment of the Single Vessel Operating Agreement with CCL, and has met with the Assignee; and

WHEREAS, the District Commission ("Commission") desires to delegate the authority to execute the assignment of the Agreement to the District Executive Director.

NOW, THEREFORE, BE IT RESOLVED by the Commission, that:

SECTION 1. DELEGATION OF AUTHORITITY. The Commission hereby delegates the authority to the Port Executive Director to review, consider, and approve or deny Classica Cruise Operator Ltd.'s assignment of the Agreement and to include any necessary terms and conditions in an Assignment and Acceptance of Single Vessel Operating Agreement;

SECTION 2. SEVERABILITY. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

SECTION 3. APPLICABILITY. The general conditions approved herein shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

The above and foregoing Resolution was moved for adoption by Commissioner _____, seconded by Commissioner _____, and the vote thereon was as follows:

Commissioner Ciklin	Vote:_____
Commissioner Enright	Vote:_____
Commissioner Richards	Vote:_____
Commissioner Dass	Vote:_____
Commissioner Poole	Vote:_____

The Chairman thereupon declared this Resolution adopted this ____ day of October, 2023.

PORT OF PALM BEACH DISTRICT

By: _____
Dr. Jean Landfair Enright, Chairman

Attest: _____
Deandre Poole, Ph.D., Secretary/Treasurer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Port Attorney

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Jackelin Machado
Submitting Department: Business Development / Communications
Item Type: Community Outreach
Agenda Section: CONSENT AGENDA

Subject:
Business Development & Commissioner Community Outreach

Suggested Action:
Port staff respectfully requests consideration and ratification/approval for purchasing of listed event tickets and donations/sponsorships.

Background:
October and November 2023 ticketed trade events: Business Development Board (BDB), Economic Council, Economic Forum, Forum Club, South Florida Customs Brokers & Forwards Association, International Business Council, Leadership Business Council Palm Beach County, Marine Industries Association, Navy League, Chambers of Commerce, Palm Beach County Convention & Visitors Bureau and Palm Beach County Tourist Development Council.

DONATIONS:
Port of Palm Beach Seafarers Center, Inc. - $350 Donation (BJC) FY23
Builders of the Highway Foundation, Inc. - $200 Donation (WMR) FY23
Operation Hope, Inc. - $500 Donation (BJC & DJP) FY24
Meals on Wheels of the Palm Beaches - $250 Donation (DJP) FY24
Caribbean-American for Community Involvement (CAFCI) - $500 Donation (JLE) FY24
Lisa's Lil Wonders Youth Enrichment Program, Inc. - $250 Donation (WMR) FY24

These organizations have a completed W-9 on file and Port Staff has verified they have the 501(c)(3) designation.

Financial Impact:
Yes

Financial Impact Details:
This item is funded from the FY23 and FY24 Operating Budget - Community Outreach/Relations Line respectively.

Additional Information Attached:
Yes

Action Taken:

Attachments:
FY-23 Board Directed Expenditures

FY-24 Board Directed Expenditures

Community Outreach Program Budget
FY-23

Request Date	Event Date	Commission Member / Organization	JDA	BJC	JLE	VLD	DJP	WMR	KMW	Ad (A), Donation(D), Sponsorship (SS), Table (TB) or Tickets (TKS)	Total	Approval/ Ratification (Month-Yr)	Payment Method: Check (CK) Credit Card (CC) Money Order (MO)	Processing Date
			$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00		$ 21,000.00			
10/19/2022	N/A	William T. Dwyer High School	-	-	$ 250.00	N/A	N/A	-	-	D	$ 250.00	Nov-22	CK	11/14/2022
10/24/2022	N/A	Florida's Children First	$ 400.00	$ 500.00	-	N/A	N/A	-	$ 500.00	D	$ 1,400.00	Nov-22	CK	11/14/2022
10/27/2022	N/A	Living Hungry	-	-	-	N/A	N/A	-	$ 500.00	D	$ 500.00	Nov-22	CK	10/28/2022
11/1/2022	N/A	Coastal Middle and High School Inc	$ 500.00	-	-	N/A	N/A	-	-	D	$ 500.00	Nov-22	CK	11/14/2022
11/7/2022	N/A	Operation Hope	-	$ 200.00	$ 200.00	N/A	N/A	$ 150.00	-	D	$ 550.00	Nov-22	CK	11/14/2022
11/7/2022	N/A	Dr. Mary McLeod Bethune Elementary School	-	-	$ 500.00	N/A	N/A	-	-	D	$ 500.00	Nov-22	CK	11/14/2022
11/8/2022	11/17/2022	Meals on Wheels	$ 150.00	$ 450.00	$ 150.00	N/A	N/A	$ 150.00	N/A	D	$ 900.00	Nov-22	CK	11/18/2022
11/28/2022	N/A	Caribbean-American For Community Involvement in Florida, Inc. (CAFCI)	-	-	-	N/A	N/A	$ 750.00	N/A	D	$ 750.00	Dec-22	CK	11/29/2022
12/5/2022	N/A	Holy Ground PBC	-	-	$ 1,000.00	N/A	N/A	-	N/A	D	$ 1,000.00	Dec-22	CK	12/6/2022
12/16/2022	N/A	Place of Hope	N/A	$ 200.00	-	-	-	-	N/A	D	$ 200.00	Jan-23	CK	1/9/2023
1/3/2023	1/16/2023	Martin Luther King Coordinating Committee	N/A	-	$ 180.00	$ 120.00	$ 60.00	-	N/A	TKTS	$ 360.00	Jan-23	CC	1/10/2023
1/5/2023	N/A	Inheritance of Hope Inc.	N/A	$ 500.00	-	-	-	-	N/A	D	$ 500.00	Jan-23	CK	1/9/2023
1/19/2023	N/A	The Wild Dolphin Project	N/A	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	N/A	D	$ 1,250.00	Jan-23 & Feb-23	CK	1/23/2023
2/10/2023	4/28/2023	Law Enforcement Assistance Foundation, Inc.	N/A	$ 250.00	-	-	-	-	N/A	D	$ 250.00	Mar-23	CK	2/13/2023
2/27/2023	5/6/2023	Inlet Grove Community High School Foundation	N/A	-	-	$ 200.00	-	-	N/A	D	$ 200.00	Mar-23	CK	3/6/2023
		Inlet Grove Community High School Foundation	N/A	-	-	-	$ 250.00	$ 250.00	N/A	D	$ 500.00	Apr-23	CK	3/17/2023
3/23/2023	N/A	Kids Cancer Foundation, Inc.	N/A	-	-	$ 500.00		$ 250.00	N/A	D	$ 750.00	Apr-23	CK	3/31/2023
3/8/2023	N/A	Christians Reaching Out to Society Inc. (CROS)	N/A	-	-	-	$ 250.00	-	N/A	D	$ 250.00	Apr-23	CK	3/31/2023
5/11/2023	N/A	Dr. Mary McLeod Bethune Elementary School	N/A	$ 100.00	-	-	$ 250.00	$ 150.00	N/A	D	$ 500.00	Jun-23	CK	5/12/2023
5/12/2023	-	Tuskegee Alumni Association Palm Beach	N/A	-	$ 470.00	-	-	-	N/A	SS	$ 470.00	Jun-23	-	-
6/23/2023	7/29/2023	Suits for Seniors, Inc	N/A	$ 100.00	-	-	$ 100.00	-	N/A	TKTS	$ 200.00	Jul-23	CC	6/27/2023
6/29/2023	N/A	Coastal Middle and High School Inc.	N/A	-	-	-	$ 250.00	-	N/A	D	$ 250.00	Jul-23	CK	7/6/2023
7/12/2023	9/16/2023	Caribbean-American For Community Involvement in Florida, Inc. (CAFCI)	N/A	-	-	$ 100.00	$ 300.00	$ 500.00	N/A	D & TKTS	$ 900.00	Aug-23	CK/CC	7/12/2023 & 8/3/2023
7/31/2023	N/A	OJ Anderson Scholarship Foundation	N/A	$ 100.00	-	$ 100.00	$ 300.00	$ 150.00	N/A	D	$ 650.00	Aug-23	CK	8/3/2023
7/31/2023	N/A	OJ Anderson Scholarship Foundation	N/A	-	-	$ 400.00	$ 300.00	$ 200.00	N/A	D	$ 900.00	Aug-23 & Sep-23	CK	8/8/2023
9/11/2023	N/A	Florida's Children First	N/A	-	-	$ 1,000.00	-	-	N/A	D	$ 1,000.00	Sep-23	CK	9/15/2023
9/14/2023	N/A	Suits for Seniors, Inc	N/A	-	-	$ 330.00	-	-	N/A	D	$ 330.00	Sep-23	CK	9/15/2023
9/14/2023	9/14/2023	Kids Cancer Foundation	N/A	-	-	-	$ 230.00	-	N/A	D	$ 230.00	Sep-23	CK	9/14/2023
9/14/2023	9/14/2023	Inlet Grove Community High School Foundation	N/A	-	-	-	$ 230.00	-	N/A	D	$ 230.00	Sep-23	CK	9/15/2023
9/14/2023	9/14/2023	Inheritance of Hope	N/A	-	-	-	$ 230.00	-	N/A	D	$ 230.00	Sep-23	CK	9/14/2023
9/18/2023	N/A	Port of Palm Beach Seafarers Center. Inc.	N/A	$ 350.00	-	-	-	-	N/A	D	$ 350.00	Oct-23	CK	9/19/2023
9/21/2023	N/A	Builders of the Highway Foundation, Inc.	N/A	-	-	-	-	$ 200.00	N/A	D	$ 200.00	Oct-23	CK	9/27/2023
		TOTAL SPENT	$ 1,050.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 1,000.00	-	$ 17,050.00	-	-	-
BALANCE			N/A	$ -	$ -	$ -	$ -	$ -	N/A					

* Board members may use community grant event money for application recommendations should they not plan on attending any community grant events during a specific round of funding.

Community Outreach Program Budget
FY-24

Request Date	Event Date	Commission Member / Organization	BJC	JLE	VLD	DJP	WMR	Ad (A), Donation(D), Sponsorship (SS), Table (TB) or Tickets (TKS)	Total	Approval/ Ratification (Month-Yr)	Payment Method: Check (CK) Credit Card (CC) Money Order (MO)	Processing Date
			$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ 3,000.00		$ 15,000.00			
9/25/2023	N/A	Operation Hope, Inc.	$ 100.00	$ -	$ -	$ 400.00	$ -	D	$ 500.00	Oct-23	CK	10/6/2023
10/2/2023	N/A	Meals on Wheels of the Palm Beaches	$ -	$ -	$ -	$ 250.00	$ -	D	$ 250.00	Oct-23	CK	
10/6/2023	N/A	Caribbean-American For Community Involvement in Florida, Inc. (CAFCI)	$ -	$ 500.00	$ -	$ -	$ -	D	$ 500.00	Oct-23	CK	10/6/2023
10/6/2023	N/A	Lisa's Lil Wonders Youth Enrichment Program, Inc.	$ -	$ -	$ -	$ -	$ 250.00	D	$ 250.00	Oct-23	CK	10/6/2023
		TOTAL SPENT	$ 100.00	$ 500.00	$ -	$ 650.00	$ 250.00	$ -	$ 1,500.00			
BALANCE			$ 2,900.00	$ 2,500.00	$ 3,000.00	$ 2,350.00	$ 2,750.00					

* Board members may use community grant event money for application recommendations should they not plan on attending any community grant events during a specific round of funding.

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Yaremi Farinas
Submitting Department: Business Development / Communications
Item Type: Public Relations & Marketing
Agenda Section: CONSENT AGENDA

Subject:
Public Relations and Marketing

Suggested Action:
Informational item only.

Background:
Critical Mention Reports

1. TV and Radio Coverage from September 1- September 30

- Total TV Audience 329,736 and Total TV Publicity Value $56,534
- Total Radio Audience 432,073 and Total Radio Publicity Value $1,300

2. Online and Print Coverage from September 1- September 30

- Total Print and Online Audience 49,740,282 and Total Online and Print Publicity $724,154

3. Social Media Coverage from September 1- September 30

- Total Social Audience 1,198,472 and Total Social Publicity $98

Reports are available upon request.

Correspondence, news releases, Port notices, ads, sponsorships and collateral material:

- Monthly e-newsletter will be published on October 18, 2023
- Thank you letter from Caribbean- American For Community Involvement
- Letter from Florida Hispanic American Chamber of Commerce inviting Executive Director to receive Government Institution Award of the Year at the Shining Star Awards
- Thank you letter from United States Coast Guard Academy Tide Rips
- Ad for Palm Beach High School Basketball Yearbook

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
Yes

Action Taken:

Attachments:
Thank You Letter CAFCI

Shining Star Awards 2023 Government Institution of the Year Port of Palm Beach

Thank You Letter 2023 USCGA Tide Rips

Ad for Palm Beach High School Basketball Yearbook

October 2, 2023

Dr. Jean Enright
Port of Palm Beach
One East 11th Street, Suite 600
Riviera Beach, FL 33404
E-Mail: jenright@portofpalmbeach.com; YFarinas@portofpalmbeach.com; ferro@portofpalmbeach.com

Dear Dr. Enright:

CAFCI's 32nd Annual Friendship Ball on September 16th was a success due to your wonderful support. Thank you, thank you, thank you!!!

Your generosity makes it possible for CAFCI to continue its services to the community, which includes:

- Monetary assistance to graduating high school students who have been accepted to an institution of higher learning.
- Hosting the Dr. Martin Luther King, Jr. Day and Cultural Diversity Day which brings the community together in celebration of our diverse contributions.
- Participating in the American Cancer Society Relay-for-Life Program which helps to raise funds for, and awareness of, the efforts to find treatments and a cure for the dreaded disease.
- Collaborating and volunteering with other organizations to improve the quality of life for the citizens in our community.
- Support our Youth Programs.

CAFCI looks forward to continuing our relationship as we persevere in our mission *to enhance, maintain, and sustain the quality of life for the community consistent with the culture and traditions of our diverse ancestral heritage.*

To view the 32nd Annual Friendship Ball Journal, visit www.cafcipbc.org and click on the Friendship Ball image.

Again, thank you for your support.

Sincerely,

Dennis Wright
President

Genieve White
1st Vice-President/Sponsorship Committee Chair

Shining Star Awards

Ceremony & Cocktail Reception 2023

Wednesday, November 15, 2023, ~ 6:00 p.m.
Hilton Palm Beach Airport
150 Australian Avenue West Palm Beach, Fl 33409

Board of Directors

Santos O. Arroyo
Founder/CEO

Juan Pagán
President

Sam Roman
Chairperson

Emma Velez
Director of Public Relations

Helman Ruiz
Director of Media Relations

Elaine Gallagher
Director of Education

Robert Andino
Director of Multi-Cultural Affairs

Edwin Pereira
Vice-President

Julian Zaldivar
Director of Sports & Recreation

Lily Kondo
Membership Director

Francisco Colón
Director at Large

Daniel Lustig, Esq.
Legal Adviser

Belci Encinosa
Director of Community Relations

Veronica Vidal
Director of Business Relations

Board of Advisor
Dr. Maria Vallejo
Felicia Rodríguez
Carlos Mahecha
Dr. Carlos Calcador
Luis Belén
Melvin D. Otero
Tayde Aburto
Colonel Antonio (Tony) Araujo
José Luis Rivera-Villamañan

Ambassadors
Evelyn Vargas, Dina Rubio, Shamus Perez, Luis Gonzalez, Luis Rivera, Daisy Cedeño, Nelson Sanchez, Adalberto Boyer, Sandra Torres

Celebrating our Community Heroes

September 18, 2023

Mr. Michael Meekins, Executive Director, Port of Palm Beach

Dear Mr. Meekins,

The Florida Hispanic American Chamber of Commerce for Palm Beach & Broward Counties, Fiesta de Pueblo, Inc., and the Palm Beach Sheriff's Office, would like to extend an invitation to recognize the Port of Palm Beach with our Government Institution of the Year Award at *The Shining Star Awards Ceremony & Cocktail Reception 2023 "**Celebrating our Community Heroes"*** and benefiting our Chamber's scholarship fund. The event will take place on Wednesday, November 15, 2023, at 6:00 p.m. at the Hilton Palm Beach Airport Hotel in West Palm Beach.

This annual event recognizes and presents awards to a prestigious group of honorees that demonstrate an unwavering commitment to helping Palm Beach County's community and culture to thrive. This year's awards categories are Company, Government Official, Government Institution, Business Executive, Media Personality, Professional, Educator and Law Enforcement Officer of the Year. Through this event, individuals, corporate entities, and educational institutions are thanked for selflessly donating their time and resources into the community.

Throughout the reception, chamber's members, sponsors, Board of Directors, dignitaries, friends, and other supporters will enjoy an evening of great networking.

Proceeds will help the Chamber continue performing its vital work in Palm Beach County and will provide funding for our Chamber's scholarship fund.

For reservations and more information, please call (561) 889-6527 or (954) 806-1550 or visit us online at www.FHAChamber.com.

Cordially,

Santos O. Arroyo
Founder/CEO



Florida Hispanic American Chamber of Commerce
www.HispanicChamber.org

United States Coast Guard
U.S. Department of Homeland Security

Cadet Activities Fund (cs-3)
United States Coast Guard Academy

15 Mohegan Avenue
New London, CT 06320-8100
Staff Symbol: (cs-3)
Phone: (860) 444-8281
Fax: (860) 444-8591
Email:
Lara.J.Schrage@uscga.edu

September 2023

Dear Friend,

I would like to take this opportunity to **THANK YOU** on behalf of the entire United States Coast Guard Academy ***Tide Rips*** Yearbook Staff. Your participation helps maintain the award winning level of excellence ***Tide Rips*** has achieved and maintained.

Enclosed is your complimentary copy of the 2023 edition of ***Tide Rips***. As you review the 2023 ***Tide Rips***, may you sense the pride and enthusiasm poured into the pages created by the cadet yearbook staff.

We have reserved your spot for 2024. Thank you for your consideration in advertising with us again. Our commercial advertising representative, Scholastic Advertising Inc., will be in touch with you soon.

Respectfully yours,

Lara J Schrage
Cadet Activities Fund Manager

CARING FOR OUR COMMUNITY

The Port of Palm Beach's commitment to our local community goes beyond promoting trade and tourism. We make a positive change in our community through

- **Tenant Employment**
- **Educating the public with in-person port tours and a virtual tour**
- **Hosting job fairs and benefit drives**
- **Participating in community events**
- **Summer Internship Program**
- **Supporting local nonprofits through the Port Commissioners Community Outreach Program**





BLAIR J. CIKLIN
Commissioner



DR. JEAN L. ENRIGHT
Commissioner



VARISA LALL DASS
Commissioner



DR. DEANDRE POOLE
Commissioner



WAYNE M. RICHARDS
Commissioner

PORT of Palm Beach
IMPORT • EXPORT • YOUR PORT
PORTOFPALMBEACH.COM

One East 11th Street
Riviera Beach, FL. 3
561-383-4100 • f

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Karen Emery
Submitting Department: Executive Office
Item Type: Reports
Agenda Section: DISTRICT REPORTS

Subject:
Executive Director's Report

Suggested Action:
Informational item only.

Background:
An outline of the topics to be reported at the October 19, 2023 Regular Board Meeting is attached for your review.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
Yes

Action Taken:

Attachments:
Executive Director's Report -10-19-23

Executive Director's Report – October 19, 2023

- Statistical Information for month ending July 2023:

	YEAR-TO-DATE		YTD VARIANCE
	FY23 Actual	FY23 Budget	
TOTAL CARGO TONS	2,138,456	2,229,783	-4.10%
TOTAL TEUs	233,999	238,886	-2.05%
PASSENGERS	344,227	190,447	80.75%

**Cargo tonnage and TEUs show a decrease from budget and passengers show an increase over budget.

- **The Master Plan** is on schedule and is currently being reviewed by Palm Beach County Planning and Zoning Department for approval. After their approval, the document will be reviewed by the State of Florida Department of Commerce, then final public comments period followed by adoption by the Palm Beach County Board of County Commissioners.

- **Port Infrastructure Development Program (PIDP)** is currently on schedule with presentations from the top three design/build contractors to present to the Port of Palm Beach Commission at this meeting. The Port Commission will scope, rank and select the highest ranked design/build contractor. Negotiations and finalizing contract will commence immediately followed by groundbreaking. Date of TBD.

- **Elevator Modernization** – Verbal update will be given at the Board Meeting.

- **TPA Board Meeting**: On October 19, I presented to the TPA Governing Board during its monthly meeting. Commissioner Dr. Deandre Poole is one of 21 elected officials who serve on the Board. During my presentation, I provided a short video that described the port's cruise and cargo operations. Following the video, I discussed some of the Port's current events including the modified train operations that have reduced traffic congestion in the city, our Port Infrastructure Development Program, and the increase in cruise passenger volume.

- **Port to receive Government Institution Award:** The Florida Hispanic American Chamber of Commerce will be awarding the Port of Palm Beach its Government Institution of the Year Award at The Shining Star Awards Ceremony & Cocktail Reception on November 15 at 6 PM. Commissioners are invited to attend.

- **Tour provided:** On September 26th, Members of the Palm Beach County Legislative Delegation were provided tours of the Port of Palm Beach and Tropical Shipping Headquarters and its operations area. The delegation was then invited to dine aboard the Margaritaville at Sea Paradise cruise ship.

Chairwoman Dr. Jean L. Enright and Dr. Deandre Poole joined the group aboard the ship, where Commissioner Enright provided the opening remarks.

- **IT Insurance** – Expecting a total $60K return. Property taxes and Worker's Comp: Currently working with other ports and feel there is enough support that this will move forward.

- **ANSA Marina LLC**

  - We have held three meetings with ANSA Marine, LLC, with the next meeting scheduled for Monday, October 16th.
  - A redline version of the agreement with comments/questions is due back from them by Thursday, October 12th.
  - The comprehensive plan, which includes Business/operational, marketing, environmental, is due by November 1, 2023.
  - Tentatively scheduled to request board approval of the agreement at the December meeting; could potentially be the November meeting.
  - Anticipate four months buildout period with commencement of operations tentatively May 1, 2025.

AAPA, FPC and Other Schedule of Events – 2023 & 2024

- AAPA – 2023 Annual Convention & Expo – 10/22 through 10/25/23 – Aurora, CO
- FPC – 2023 FL Chamber Annual Meeting & Future of Florida Forum – 10/23-10/25 – Orlando, FL
- AAPA – Latin American Convention of Ports – 12/04 through 12/06/23 – Barranquilla, Colombia

- AAPA – POWERS Program Summit & Expo – 1/22 through 1/25/24 – Tampa, FL
- AAPA – Legislative Summit – 3/18 through 3/21/24 – Washington, DC

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Maggie Ferro
Submitting Department: Clerk's Office
Item Type: Reports
Agenda Section: DISTRICT REPORTS

Subject:
Governmental Affairs Report

Suggested Action:
Informational item only.

Background:
Verbal update will be provided by Mr. Richard Pinsky.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
No

Action Taken:

Attachments:

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Maggie Ferro
Submitting Department: Clerk's Office
Item Type: Reports
Agenda Section: DISTRICT REPORTS

Subject:
Commissioner Reports

Suggested Action:
Informational item only.

Background:
Informational item only.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
No

Action Taken:

Attachments:

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Maggie Ferro
Submitting Department: Attorney's Office
Item Type: Litigation Update
Agenda Section: OLD BUSINESS

Subject:
Litigation Update - Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co., Ltd.

Suggested Action:
Informational item only.

Background:
Update will be provided by the Port's attorney, Mr. John Fumero regarding the Port of Palm Beach v. Teeters Agency & Stevedoring, Inc. and Monarch Shipping Co.

Financial Impact:
No

Financial Impact Details:

Additional Information Attached:
No

Action Taken:

Attachments:

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Phillip Ford
Submitting Department: Purchasing
Item Type: Business Development
Agenda Section: OLD BUSINESS

Subject:
Port Infrastructure Development Program RFP No. 2023-1 for Design-Build Construction Services.

Suggested Action:
Motion to Request the Port of Palm Beach Commission listen to three oral presentations, make the final ranking and selection of the top ranked firm, and authorize the Executive Director to initiate negotiations with the highest ranked firm, and if negotiations are unsuccessful with the highest ranked firm, to enter into negotiations with the second and third ranked firms.

Background:
At its October 27, 2022, Board of Commissioners Meeting, The Board of Commissioners authorized staff to advertise a Request for Qualifications for the Port Infrastructure Development Program (PIDP).

The purpose of the RFQ was to evaluate statements of qualifications in accordance with the criteria established in the RFQ and then subsequently invite the three highest ranked firms to submit a proposal. The Port received six statements of qualifications. Florida Statute 287.055(4)(b) requires the Port to select no fewer than three firms deemed to be the most highly qualified to perform the required services. The three highest ranked firms are as follows: Gonzalez and Sons Equipment, Inc., Haskell, and Ragar Benson Construction.

Subsequently, staff issued a Request for Proposals for Port Infrastructure Development Program (RFP). The Port received proposals from all three firms, and staff proceeded to evaluate the proposals as outlined in the RFP. The Committee met on September 20, 2023, to evaluate and rank proposals.

In accordance with Section 5.10 (SELECTION PROCESS) of the RFP, all three (3) firms will have an opportunity to make oral presentations to the Port of Palm Beach Commission at its meeting on October 19, 2023. The Port Commission will evaluate presentations based on the firm's experience and ability with design-build projects, overall management approach (including minimal impact to Port operations during all phases of construction), design development and management, construction, value added, price proposal, and completion of the project on-time and within budget. Each commissioner can award up to twenty-five (25) points for the oral presentations.

After hearing presentations, the commissioners' scores will be added to the technical and price proposal scores from the Evaluation Committee to determine the final rankings. Subsequently, the commissioners have discretion in awarding a contract to the highest ranked proposal and directing staff to initiate negotiations and if negotiations are unsuccessful with the highest ranked firm, to enter into negotiations with the second and third ranked firms. Additionally, the commissioners are not obligated to award a contract and may elect to reject all proposals.

Commissioner's score sheets were previously provided under separate cover.

Financial Impact:
Yes

Financial Impact Details:
The PIPD Project is included in the FY 2023-27 Adopted Capital Improvement Plan. This project is funded with Federal, State and Port funds with the Port contributing 25 percent to the estimated project costs.

Additional Information Attached:
Yes

Action Taken:

Attachments:
Evaluation Committee's Scoring

Commissioner's Scoring - Template

Final Scoring - Template

Technical and Price Proposal and Oral Presentations			
	PROPOSERS		
	GONZALEZ & SONS EQUIPMENT, INC.	HASKELL	RAGNAR BENSON
Carl Baker, Director of Planning	118	104	105
Casey Long, Consulting Engineer (Kimley-Horn)	115	100	90
Michael Williams, Deputy Director of Finance & Capital Improvement	109	96	103
Total Technical Evaluation Committee Scores	**342**	**300**	**298**

Port of Palm Beach District

RFP for Port Infrastructure Development Program (PIDP)

Technical and Price Proposal (Maximum Score 125 Each Committee Member)			
Evaluation Committee Member	**PROPOSERS**		
	GONZALEZ & SONS EQUIPMENT, INC.	**HASKELL**	**RAGNAR BENSON**
Carl Baker, Director of Planning	118	104	105
Casey Long, Consulting Engineer (Kimley-Horn)	115	100	90
Michael Williams, Deputy Director of Finance & Capital Improvement	109	96	103
Total Technical and Price Score →	**342**	**300**	**298**
Oral Presentations (Maximum Score 25 Each Commissioner)			
Commissioner's Name			

RFP Section 5.10.2 Presentations

The three (3) top ranked Design-Build Teams recommended by the Evaluation Committee will present to the Port of Palm Beach District Commission.

In the presentation, the Port of Palm Beach District will be evaluating based on experience and ability with design-build projects, overall management approach including minimal impact to Port operations during all phases of construction, design development and management, construction, value added and price proposal, and delivery project on-time and under budget.

_____ _____

Commissioner's Signature Date

Technical and Price Proposal and Oral Presentations			
	PROPOSERS		
	GONZALEZ & SONS EQUIPMENT, INC.	HASKELL	RAGNAR BENSON
Carl Baker, Director of Planning	118	104	105
Casey Long, Consulting Engineer (Kimley-Horn)	115	100	90
Michael Williams, Deputy Director of Finance & Capital Improvement	109	96	103
Total Technical Evaluation Committee Scores	**342**	**300**	**298**
Oral Presentations (Maximum Score 25 Each Commissioner)			
Commissioner Blair J. Ciklin			
Commissioner Deandre Poole, Ph.D.			
Commissioner Dr. Jean Landfair Enright			
Commissioner Varisa Lall Dass			
Commissioner Wayne M. Richards			
TOTAL ORAL PRESENTATION SCORES →	**0**	**0**	**0**
Total Scores	**342**	**300**	**298**
FINAL RANKINGS→			

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Michael Williams
Submitting Department: Purchasing
Item Type: Work Orders
Agenda Section: OLD BUSINESS

Subject:
Port Infrastructure Development (PID) Program Construction Management Inspection Services

Suggested Action:
Motion to approve Work Order SOW NO. 004 with HDR Engineering for Port Infrastructure Development Program (PIDP) Construction Management Inspection Services in the not-to-exceed amount of $917,731.02.

Background:
At the October 27, 2022, the Port of Palm Beach Commission meeting, Port Commissioners approved Work Order SOW NO. 002 with HDR in the amount of $976,510.11 for the Port Infrastructure Development Program Design-Build Technical Specification Criteria Package. An additional $161,796.87 was added through Work Order SOW NO. 003, bringing the total amount for the PID Program Design-Build Technical Specification Criteria to $1,138,306.98. The Design-Build Technical Specification Criteria Package served as the basis for the RFP to secure the PID Program Design-Build contractor. The Design/Build Contract award, contract negotiation and approval authorization are ,scheduled to be presented to the Commissioners at the October 19, 2023, meeting for consideration.

Work Order SOW NO. 004 being presented to the Commissioners for HDR and team to provide construction management inspection services on behalf of the Port for the duration of the design/build contract work. Total negotiated not to exceed fee of $917,731.02 includes 46.9% participation by local MBE/SBE/DBE partnered firms. Staff recommends approval of the work order with HDR Engineering for the PIDP construction management inspection services.

Financial Impact:
Yes

Financial Impact Details:
The construction management inspection services work will be funded by the FY 2023-27 Capital Improvement Budget - PID Program. The PID Program is funded with 50% MARAD funds, 25% FDOT and 25% Port.

Additional Information Attached:
Yes

Action Taken:

Attachments:
HDR Work Order (SOW 004) Construction Support Services PIDP

EXHIBIT A

Form of

STATEMENT OF WORK NO. _004__

[Master Services Agreement Number: February 17, 2022]
[SOW Number: 004]

This Statement of Work No. 004 ("SOW No. 004"), adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("Master Services Agreement"), which was entered into on February 17, 2022, by and between PORT OF PALM BEACH DISTRICT, an independent special taxing district of the State of Florida (the "Port"), located at One East 11th Street, Riviera Beach, Florida 33404, and HDR ENGINEERING, INC. (the "Service Provider"), a Nebraska corporation, having an office address is located at 1917 S. 67th Street, Omaha, Nebraska 68906 (local address at: 1475 Centrepark Boulevard, Suite 230, West Palm Beach, Florida 33401).

This SOW No. 004 is to provide construction support services related to work provided under SOW N0. 001-003, which will be effective from October 20, 2023 (the "SOW No. 004 Effective Date") until October 20, 2025 [+/-14 days], unless earlier terminated in accordance with the Master Services Agreement. Transactions performed under this SOW No. 004 will be conducted in accordance with and be subject to the terms and conditions of the Master Services Agreement. Capitalized terms used, but not defined in this SOW, shall have the meaning set forth in the Master Services Agreement.

---

1. Defined Terms. For purposes of this SOW No. 004 the following terms shall have the following meanings:
   "PIDP" / "PID" = Port Infrastructure Development Project
   "DCP" = Design Criteria Package
   "D/B" = Design-Build
   "RFP" = Request for Proposal
   "Sub" / "Subs" = Subconsultant / Subconsultants
   "CGC" = Certified General Contractor
   "DBF" = Design-Build Firm
   "EOR" = Engineer of Record
   "Port" = The Port of Palm Beach
   "HDR Team" = HDR Engineering, Inc. along with those firms listed under "3. Permitted Subcontractors/Delegates/Representatives"

2. Scope of Work.

   TASK 1 – DESIGN PHASE SUBMITTAL REVIEWS:

   The HDR Team will provide a review of milestone progress submittals from the DBF during the design phase of the PIDP Project, to ensure general conformance with the Project design intent and RFP is being provided. The Design Phase Submittal Review services are cursory in nature and will generally consist of the following:

A. Progress Submittal Reviews

1. The HDR Team will conduct an independent technical review of progress construction document ("CD") submittals from the D/B Contractor, which are anticipated to include construction drawings/plans, technical specifications, and other project-related documents listed in the technical specifications of the Project RFP. This is not an exhaustive technical review intended to identify design errors, omissions, or the level of accuracy or completeness. It is intended to confirm that general design intent and contract requirements are being met by the D/B Firm.
2. Per the guidance provided in the Project RFP, it is assumed that the D/B Contractor will submit three (3) milestone progress submittals: 60%, 90%, and Final Construction Documents (aka "100% CD's" or "Final CD's").
3. It is assumed that each CD's submittal will include (but may not be limited to): permits, easements, mitigation requirements, and local ordinances affecting construction.
4. The D/B Contractor's EOR is ultimately responsible for Quality Control of these submittals and the HDR Team is merely providing a Quality Assurance review on the Port's behalf to ensure general conformance with the Project design intent and technical specifications outlined in the Project RFP.
5. The HDR Team will have technical staff familiar with the various project disciplines review each submittal, and if needed, provide a list of questions/comments to the Port (or their representative(s)) as to recommended action.
6. The HDR Team will post a copy of each progress submittal on the Port's DMS for internal consumption/distribution by appropriate Port staff (and/or their designated representative(s)).

TASK 2 – CONSTRUCTION OBSERVATION & ADMINISTRATION:

The HDR Team will provide Construction Observation & Administration services for construction phase of the Project. These services are intended to supplement construction management by the Port (and outside consultancy) and generally consist of the following:

A. IFC Plans, Specifications, and Project-Specific Documents Review

1. The HDR Team will review and familiarize themselves with the final/approved (signed & sealed) "Issued for Construction" (IFC) plans, specifications, and project-specific documents from the Design-Build (D/B) Contractor, including, but not limited to permits, surveys, mitigation requirements, and local ordinances affecting construction.

B. Pre-Construction Conference

1. The HDR Team will schedule and moderate one (1) pre-construction conference with the Port and the D/B Contractor at a location directed by the Port. The HDR Team will prepare a meeting agenda (with input provided by the Port) which will generally include a discussion of existing site conditions, operational constraints, final design plans & specifications, project schedule and phasing, and progress meeting schedule/venue. Meeting minutes will be recorded and distributed by the HDR Team.

C. Document Management System

1. The D/B Contractor will create a contract-specific document management system (DMS) for the Project and the HDR Team will be provided appropriate access permission(s) to perform the proposed job duties described herein.

2. The HDR Team will use the DMS to route/upload appropriate project documentation (RFI's, submittals, photos/reports, etc.) for use by the Port and the D/B Contractor.
3. The HDR Team will assist designated Port staff with familiarization of the DMS, specifically its interface and various user privileges/capabilities.

D. Communication & Coordination

1. The HDR Team will communicate with the Port Project Manager (PM), EOR, and the D/B Contractor on a regular basis to facilitate execution of the Project. The Port PM and PROCORE® project email account will be copied on all project correspondence.
2. The HDR Team will participate in Port project related meetings as requested by Port.
3. The HDR Team assumes that all communications will be routed through the Port PM and/or their designated representative(s).
4. Uploading D/B Contractor-generated correspondence to the DMS will be the responsibility of the D/B Contractor.
5. The HDR Team will facilitate coordination between the Port and the D/B Contractor to assist with proper construction sequencing and scheduling of the work to avoid construction delays and undesirable impacts to third parties.
6. The HDR Team will schedule contractor coordination meetings as necessary to assist with communication between the various contracts and contractors.

E. Safety Compliance

1. The D/B Contractor is solely responsible for the health and safety of their employees, subcontractors and vendors.
2. The HDR Team is solely responsible for the health and safety of their own staff and designated Project team members.
3. The HDR Team employees and team members will wear proper PPE at all times while onsite and complete necessary SH&E documentation/training beforehand.
4. Safety shall be the opening topic of weekly progress meetings with the D/B Contractor being responsible for holding regular safety "Toolbox Talks" onsite.

F. Submittal/Shop Drawing Review

1. The submittal process will be managed utilizing the selected DMS. The disposition and status of submittals on the DMS will be the D/B Contractors responsibility.
2. All submittals will be reviewed and approved by the Engineer of Record (EOR) hired by the D/B Contractor, with a copy provided to the Port and The HDR Team for independent review and record keeping. Uploading of any submittal-related correspondence to the DMS will be the responsibility of the D/B Contractor.
3. The HDR Team will provide a cursory review of submittals to check for general completeness and conformance with the Contract documents. If necessary, The HDR Team will assist the approval process by routing submittals to the appropriate Port approver (PM) for final action. (The submittal will either be "approved" or "rejected & returned" to the D/B Contractor for resubmittal with an explanation as to why the submittal was rejected).
4. The HDR Team will also perform a cursory review of non-technical submittals on behalf of the Port, including, but not limited to permits, work/phasing/staging plans, project schedule(s), etc. The HDR Team will determine if the submittal conforms to the Contract and provide recommendations to the Port PM for action.

G. Schedule & SOV Review

1. The HDR Team will perform a cursory review of the D/B Contractor's Schedule of Values (SOV) and provide a recommendation to the Port PM for acceptance (or rejection). Comments will be provided via the PROCORE® workflow process.
2. Schedule Updates: The HDR Team will review the schedule updates submitted by the D/B Contractor to confirm the updates generally conform to the contract requirements and provide a check of monthly progress data (Actual Start Dates, Actual Finish Dates, Percent Complete, etc.). Comments will be provided via the PROCORE® workflow process.
3. The HDR Team will review the completion milestones and notify the Port PM if the D/B Contractor falls behind schedule. The HDR Team will require the D/B Contractor to submit a recovery schedule.
4. The HDR Team will compile and report on the overall status of the program schedule relative to individual contract milestones and contractor work restrictions.

H. Application for Payment

1. The HDR Team will assist the Port PM with review and recommended action for each payment application submitted by the D/B Contractor.
2. The HDR Team will review quantities reported for which payment is requested and assist the Port PM with completion of the Application for Payment form (aka "Pay App").
3. The HDR Team will upload the recommended Application for Payment to PROCORE® for the Port by the 12th of each month. If the task cannot be completed by the 12th, The HDR Team will notify the Port PM of the delay.
4. The Port will review (and track) the D/B Contractor's pay applications each month for concurrence with applicable MARAD grant reimbursement and/or audit requirements.

I. Progress Meetings

1. As required, one (1) representative from each firm within the HDR Team will attend weekly progress meetings with the D/B Contractor and the Port. The date of the meetings will be mutually agreed upon by all parties and limited to 1hr in duration.
2. The HDR Team will coordinate meeting agendas with the D/B Contractor's project manager, the Port PM, and other appropriate stakeholders as directed by the Port.
3. The D/B Contractor will manage the schedule and lead each meeting.
4. The HDR Team will take meeting minutes of each meeting and upload to the DMS prior to the next meeting.
5. The Port will provide the standard agenda and format for the meetings and the meeting minutes.

J. Site Observation/Monitoring

1. The HDR Team will maintain a daily work report (DWR) detailing work performed by the D/B Contractor that day.
2. The DWR will include a general description of worked perform by the Contractor and will include applicable photos depicting/confirming the work being performed (if a corresponding site visit is performed).
3. Each SME will complete a DWR for the D/B Contractor's activities they are responsible for inspecting.
4. DWR's will be uploaded on the DMS within two (2) business days of the day the work took place.

5. The Port PM will be notified of any concerning or out-of-scope work. All out of scope work will be documented, including labor and equipment utilized and hours of usage for the purpose of change order and claim evaluation.

K. Change Proposals and Change Order Review

1. The D/B Contractor is responsible for submitting Change Proposals (CP) to the Port for review and approval.
2. The HDR Team will review each CP on behalf of the Port and provide recommended actions, which may result in approval or rejection of said CP.
3. Upon receipt of a CP (or D/B Contractor upload of a CP to the DMS), The HDR Team will notify the Port PM of the entry.
4. The HDR Team will maintain the Change Order (CO) & CP database on the DMS and the CO & CP log.
5. The HDR Team will review the CP and make a recommendation to the Port PM for processing (either approval or rejection).
    a. The HDR Team will review the labor, equipment and materials listed on the CP as well as the respective quantities and unit rates.
    b. The HDR Team will review the math on the form and confirm markups were applied in accordance with the Contract.
6. Force Account: If the Port PM agrees to compensate a D/B Contractor on a time and material basis for additional work (force account), the HDR Tram will assist the Port PM to record the forced account in the DMS for monitoring/tracking by the Port PM on a daily basis to catalog labor, equipment and material hours consumed or utilized each day.
7. In all cases, The HDR Team has no authority to approve extra work. The approval to perform extra work will be in the form of written direction by the Port PM or appropriate Port Senior Management (e.g., CFO, Executive Director, etc.)
8. The HDR Team is aware that some change orders require Board approval which could take over 60 days. The HDR Team will keep the Port PM aware of all change orders to minimize the potential delays to construction by the approval process.

L. Requests for Information (RFI)

1. All RFIs will be entered and tracked via the Project DMS. The HDR Team will maintain the DMS database and RFI log.
2. The HDR Team will perform a cursory review of all RFI's to check for general subject matter and completeness for appropriate routing. As appropriate, the HDR Team will route each RFI to the required owner/SME or return to the D/B contractor with an explanation of why the RFI was rejected.
3. Upon receipt of the RFI response, The HDR Team will post the response on the DMS and notify all parties the response is complete and available.

M. Photographic Records and Document Control

1. The HDR Team will take photographs of activities on the contract and post on the Port's DMS.
2. The HDR Team will coordinate uploading of inspector(s) photos to the DMS and attaching to the inspector Daily Work Report, if applicable.
3. The HDR Team will take photographs of punch-list items depicting the Pre and Post conditions of the item in question and upload them to the Port's DMS.
4. The HDR Team will assist the Port with general document control for the Project, via

the project DMS. The D/B Contractor will serve as the DMS administrator, the DMS will be pre-populated with a series of folders as requested/approved by the Port. (Folders may not be added or deleted without the approval of the Port PM.)

5. Subfolders may be created by The HDR Team, as necessary.

N. Utility & Special Equipment Coordination

1. Utility coordination and location is ultimately the responsibility of the D/B Contractor; however, the HDR Team will assist by monitoring the D/B Contractor's activities and facilitating coordination as required by the Contract.
2. The HDR Team may be the designated point of contact (POC) for the Port on the certain utility work, and therefore, may be required to participate in related communications and/or coordination meetings.

O. As-Built / Record Document Review

1. The D/B Contractor is responsible for all as-built record keeping, and ultimately, submittal of the final as-built drawings and related construction documents (both electronic and hardcopy); however, the HDR Team will review these submittals for general accuracy and completeness for final approval by the Port PM.
2. The HDR Team will ensure transmittal/recording of the final (approved) electronic as-built drawings into GIS format.

P. Environmental Monitoring and Awareness

1. The HDR Team will familiarize themselves with the general permit requirements of the Project.
2. In conjunction with periodic inspections, the HDR Team notify the D/B Contractor and Port PM of potential permit conditions violations for corrective action by others.
3. The HDR Team will maintain a copy of the permit documents on the Project DMS and have them readily available for inspection by others.
4. The HDR Team will provide awareness training to our required team personnel per the Environmental Site Management Plan (ESMP).

Q. Contract Completion and Closeout

1. The HDR Team will confirm closeout documents required by the Contract are provided to the Port with written confirmation of the same.
2. As directed, the HDR Team will issue Certificates of Substantial Completion to the D/B Contractor on behalf of the Port.
3. The HDR Team will participate in a substantial and final completion walkthrough and create/maintain a "punch list" for the Port to complete with the D/B Contractor.
4. The HDR Team will document punch list items in GIS (or a traditional, spreadsheet format) as agreed upon during construction. A formal punch list will be provided to the D/B Contractor once approved by Port. Punch list items, once addressed by the D/B Contractor, will be inspected by the HDR Team prior to being reviewed by the Port PM for final approval.
5. The HDR Team will collect, catalogue, and notify the Port PM of closeout documentation received and will upload documents onto the Port DMS.
6. The HDR Team will prepare the Final Certificate for Payment and make the recommendation to the Port PM.

TASK 3 – SUPPLEMENTAL (OPTIONAL) SUPPORT SERVICES:

The HDR Team will provide the following "support" services to the Port on an as-needed basis. All work will be approved (or directed) by the Port prior to commencement of activities:

A. PNNL Coordination

1. As required, members of the HDR Team (Moffatt & Nichol) will serve as liaison for the Port with the Pacific Northwest Nuclear Laboratories (PNNL) and/or their approved installer/provider for the coordination and installation of CBP/DHS-supplied Radiation Portal Monitor (RPM) equipment and associated infrastructure.
   a. On behalf of the Port, M&N will prepare (and submit) required equipment application forms, facilitate processing, and track and communicate status of the same.
   b. M&N staff will coordinate, and in some cases self-perform, various design elements related to the RPM equipment installation (by others).
   c. M&N will perform inspections of installed equipment.

3. Permitted Subcontractors/Delegates/Representatives. The following subcontractors are permitted under Section 4.1 of the Master Services Agreement:

   PSA Management ("PSA")
   Moffat & Nichol ("M&N")
   Columbia Strategic Consulting Group ("CSCG" or "Columbia")
   Engineered Design Services ("EDS")
   Brown & Phillips Surveyors ("B&P")
   Tierra South Florida ("TSF")
   The Mosnar Group ("Mosnar")

4. Work Schedule and Deliverables. The relevant milestones, completion dates, and terms associated with this SOW No. 004 are as follows:

Line Item	Task	Completion Date
1	DESIGN PHASE SUBMITTAL REVIEWS	3/19/2024 (est.)
2	CONSTRUCTION OBSERVATION & ADMINISTRATION	10/25/2025
3	SUPPLEMENTAL (OPTIONAL) SUPPORT SERVICES	10/25/2025

The relevant deliverables associated with this SOW No. 004 are as follows:

Line Item	Qty.	Deliverable	Delivery Date	Delivery Location

1	1 ea.	Design Submittal Review Comments	TBD	Electronic
2	1 ea.	Progress Meeting Minutes	Weekly	Electronic

FEE SCHEDULE

5. Fees. All costs listed below are based on the scope and assumptions included in this SOW.

CHECK ONE ONLY:

[ ] THIS IS A FIXED LUMP SUM WORK ORDER:
THE LUMP SUM IS $_____

[X] THIS IS A TIME AND MATERIALS WORK ORDER WITH A SUM NOT TO EXCEED AMOUNT. THE NOT TO EXCEED AMOUNT IS $ 917,731.02 (USD)

Item	**Price [per unit]**	**Cost Structure**
Task 1 – Design Phase Submittal Reviews	$88,859.99	T&M
Task 2 – Construction Observation & Administration	$710,940.60	T&M
Task 3 – Supplemental (Optional) Support Services	$75,840.00	T&M
Subconsultant Management (5%)	$33,271.41	T&M
Expenses / Direct Costs	$8,819.02	T&M
Total:	$917,731.02*	

*****Total proposed fee under this TWO includes **46.9%** participation by local MBE/SBE/DBE partnered firms, resulting in a contract average of 34.3% to-date.

6. SOW-Specific Terms and Conditions:

a. The proposed construction support services herein assume administration of "Base Bid" items 1-3 (1.4.1, 1.4.2, & 1.4.3) as well as the anticipated "Bid Options" 1-3 (1.5.0, 1.5.1, & 1.5.2) identified in the Project RFP, as selected by the Port during final contract negotiations with the D/B Firm. Any additional "Bid Options" and/or supplemental work selected by the Port beyond the above assumption may require an addendum to this task order for an appropriate scope & fee.

b. For this Project, the HDR Team will report directly to a Project Manager (aka "PM") from the Port (i.e., port staff) as established during the kick-off meeting.

c. The HDR Team will not coordinate directly with other Port Departments (e.g., Legal, Grants, Accounting, or Security, etc.) without formal direction from the Port PM.

d. Permitting and associated regulatory processing/coordination services are not included in this scope of services or associated fee (but can be provided as an addendum to this

proposal, upon request).

e. The Port to provide full access to record/archive files for relevant site information, such as: past environmental surveys/assessments, topographic surveys, geotechnical reports, riparian land descriptions, as-built drawings, etc.

f. Environmental engineering services related to contaminated soils or other hazardous site conditions requiring special care are not included in this scope of work and will require supplemental fees and/or special consultants.

g. Work products prepared by the HDR Team will be reviewed by the Port with feedback/responses/approval provided back in a timely manner to ensure prompt return to the D/B Contractor so anticipated schedule milestones can be reasonably met.

h. The HDR Team's observation or monitoring portions of the work performed under construction contracts shall not relieve the D/B Contractor (or any approved subcontractor(s)) from responsibility for performing work in accordance with applicable contract documents. The HDR Team shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. The HDR Team shall not be responsible for project delays or the acts or omissions of construction contractor(s) or other parties on the project. The Port agrees to indemnify the HDR Team for damages or delays resulting from the negligence of the contractor and/or its subcontractors.

i. The "field offices" for The HDR Team will be as follows:
    i. PSA Management, Inc.: 1 E. 11th St., Riviera Beach, FL (2nd floor Port Administration Bldg.)
    ii. HDR Engineering, Inc.: 1475 Centrepark Blvd. – Suite 230, West Palm Beach, FL 33401

j. The HDR Team shall provide its services in accordance with the normal degree of care and skill of other reputable scientists, engineers and professionals providing similar services on similar projects of like size and nature at the same time and in the same general locale as this project.

k. This scope of work assumes an 18-month (540 days) total construction schedule.

l. The Port PM shall be copied on ALL project related emails and correspondence, unless directed otherwise.

m. In some cases, project-related correspondence shall come directly from the Port CFO or the Port PM. The HDR Team may be asked to prepare said correspondence for final review/approval, signature, and transmittal by the Port.

n. The HDR Team will not discuss the Project with the media or general public and will refer all questions to the Port PM.

o. The HDR Team will submit an invoice (including subconsultants) for services by the 5th of the month to be paid on the 5th of the following month.

p. The invoice will include an itemized list of employees, hours worked in the billing period, hours worked each day for each employee, and all direct costs. The HDR Team will confirm the hours billed match the hours shown on the DWRs and provide a full review of the monthly invoice prior to submitting it to the Port.

q. This scope of work is for Construction Support Services only, intended to supplement Port staff with management/administration of the Project. Quality Assurance services in the form of vibration monitoring, threshold inspections, materials testing/sampling, geotechnical engineering, surveying, or other specialty services are not included in this proposal but can be provided under a supplemental task order, upon requested.

[SIGNATURE PAGE FOLLOWS]

The Authorized Representatives designated below are authorized to act with respect to this SOW No. 004. Communications between the parties shall be between parties [and their consultants or subcontractors shall be through the Authorized Representatives][1]:	
For the PORT:	For SERVICE PROVIDER:
Name:	Name: HDR Engineering, Inc.
Address:	Address: 1475 Centrepark Boulevard, Suite 230 West Palm Beach, Florida 33401
Telephone:	Telephone: 561-209-6641
This SOW No. 004 is effective this _____, 2023:	
Accepted for Port by:	Accepted for Service Provider by:
Name:	Name: Katie E. Duty, PE, ENV SP
Title:	Title: Vice President
Signature:	Signature:

[Signature Page to SOW No. 004]

Attachments:

Appendix "A": 10-05-23_PPB PIDP - HDR TWO #004 (PPB SOW #004) _Fee Table
HDR Rate Schedule
PIDP Master Services Agreement

[1] Open to discuss.

Board of Commissioners Meeting Agenda Item Report

Meeting Date: October 19, 2023
Submitted by: Michael Williams
Submitting Department: Engineering
Item Type: Work Orders
Agenda Section: NEW BUSINESS

Subject:
Slip One Dredging

Suggested Action:
Motion to approve Work Order 2023-004 with Kimley Horn for Slip No. 1 Maintenance Dredging bathymetric, geotechnical, diving and RFP technical specification preparation work in the not to exceed amount of $146,814.

Background:
The Port recently completed maintenance dredging on the southeast corner of Slip No. 1 by Michels Construction. The bathymetric surveys, however, demonstrate that the northwest corner of Slip No. 1 requires maintenance dredging. Separately, as a result of a recent dive survey of the slip bottom, the Port discovered random and loose debris on the east end. Given this discovery, the Port developed a work order with Kimley Horn to provide consulting services and the preparation of construction documents for dredging and debris removal within Slip No. 1. The work to be performed by Kimley Horn includes the following:

1) Documentation of available and received permits for maintenance dredging and establish a permit compliance plan to share with Port.
2) Support Port Staff in the Port's procurement of a bathymetric survey of Slips No. 1, 2 and 3, and assist Port staff in establishing boundaries and parameters of survey and data needed which will be used for the proposed dredging of Slip No. 1 and the future planning for dredging of Slips No. 2 and 3.
3) Retain the services of a Geotechnical Engineer to obtain subaqueous borings and samples of the proposed dredge area in the northwest corner of Slip No. 1.
4) Retain the services of a Commercial Diving company to survey the full limits of Slip No. 1 for debris and other visible construction. Diving company will survey the seafloor of the slip, locate debris and GPS label each area with debris for use by Kimley Horn in preparing the technical bid documents.
5) Technical Material specification for the project where applicable and required will be developed by Kimley Horn.

Staff recommends approval of Work Order No. 2023-004 with Kimley Horn for Slip No. 1 maintenance dredging survey and technical documents preparation in the amount of $146,814. Total negotiated not to exceed fee of $146,814 includes 27% participation by local MBE/SBE/DBE partnered firms.

Financial Impact:
Yes

Financial Impact Details:
Funding is included in the Adopted FY 2024 R&R Budget for the Slip No. 1 Dredging Project.

Additional Information Attached:
Yes

Action Taken:

Attachments:
Kimley Horn Work Order 2023-004 -Slip No 1 Dredging - Design Permitting and Bid Phase Services

Kimley»Horn

PROJECT NAME:

2023 – 004: Slip No. 1 Dredging – Design, Permitting and Bid Phase Services

THIS WORK ORDER IS ISSUED BY THE PORT OF PALM BEACH (CLIENT) PURSUANT TO THE KIMLEY-HORN STANDARD MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. ("CONSULTANT" OR "KIMLEY-HORN") AND THE PORT OF PALM BEACH ("CLIENT"), DATED MARCH 15, 2018 WHICH IS INCORPORATED HEREIN BY THIS REFERENCE FOR THE BELOW SERVICES:

BACKGROUND AND PROJECT DESCRIPTION

Port Staff has identified as a result of a recent bathymetric surveys that the northwest corner of Slip No. 1 requires maintenance dredging. Separately, as a result of a recent dive survey of the slip bottom, the Port discovered random and loose debris on the east end. Given this discover, as part of this Work Order, the Port would like Slip No. 1 surveyed for debris by Consultant and ultimately the debris removed by the dredging contractor as part of the dredging work.

This work order is for Kimley-Horn to provide Consulting services and the preparation of construction documents for dredging and debris removal within Slip No. 1 ("Project" see Figure 1 below).

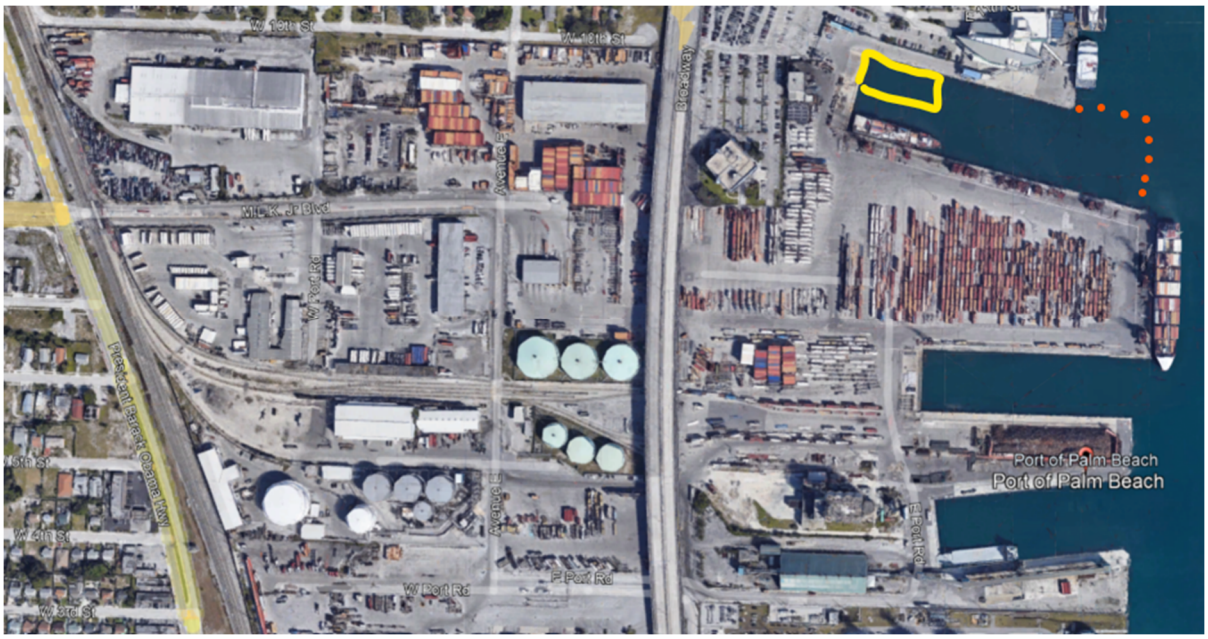


Figure 1 – Project Location (Google Earth Image)

The following is the Scope of Services required to support the above.

PROJECT NAME:
2023 – 004: Slip No. 1 Dredging – Design, Permitting and Bid Phase Services

SCOPE OF WORK

The Project / Work Order Scope of Services are detailed further below:

TASK I – Preliminary Services

A. Kimley-Horn will review Port documentation of available and received permits for maintenance dredging and establish a permit compliance plan to share with the Port. This assumes that Port currently has a permit for maintenance dredging and no permit applications or processing is required. Plan will outline the requirement and next steps in Dredging the slip.

B. Kimley-Horn will retain the services of a geotechnical engineer to obtain subaqueous borings and samples of the proposed dredge area in the northwest corner of Slip No. 1. See the attached proposal from Tierra South Florida for further details of this scope.

C. Kimley-Horn will retain the services of a commercial diving company to survey the limits of Slip No. 1 for debris and other visible construction. Diving company will survey the seafloor of the slip, locate debris and GPS label each area with debris for use by Consultant in the bid documents. See the attached proposal from Industrial Divers for further details of this scope.

TASK II - Construction Documents Preparation

A. Kimley-Horn will prepare construction documents for the dredging of the northwest corner of Slip No. 1 and the debris removal of the full limits of Slip No. 1. Dredge documents will be prepared in accordance with the Port's maintenance dredge permit General and Special Conditions. This assumes that Port currently has a Permit for maintenance dredging.

Construction Documents Milestones will be delivered as listed in the Deliverables section of this Task.

The following are items that will be developed under this Task:

1. Construction Drawings: Drawings will show the design and construction requirements for the Project. Separate from the construction details and design drawings, the construction drawings package will also include an overall site plan showing security check-point locations, project site access points and routes, preliminary traffic routes, staging, storage, and permitted construction parking as identified by Port Engineer and Operations Staff.

2. Technical Specifications: Technical Material specification for the Project where applicable and required will be developed. Technical specifications will also include

Division 1 General Administrative specifications for use on the project. Assumes front end documents for bidding and project contract / general conditions will be as prepared by Client.

3. Opinion of Probable Construction Cost and Schedule: Kimley-Horn will provide an Opinion of Probable Construction Cost and Schedule for the Project based on Port time constraints with leases and based on the Construction Documents Prepared.

   a. Kimley-Horn will provide an Opinion of Probable Cost (OPC) at the 60% submittal and will issue an updated OPC at each subsequent Deliverable milestone.

   b. Kimley-Horn will provide an Opinion of Probable Schedule (OPS) at the 15% submittal and will issue an updated OPS at each subsequent Deliverable milestone.

   c. Kimley-Horn will coordinate with Client on additional allowances and fees that should be included in each of the OPC submittals for application to the contractor's bid.

B. Deliverables: The following Milestone Submittals are anticipated for the Construction Document Preparation Task:

1. Preliminary Dredge Drawings (Environmental Agency Set) - This submittal consists of a preliminary set of the dredging drawings. This set is to be used for Environment Permit Sketches for use in communicating with the agencies.

2. 60% Review Submittal – This submittal consists of partially developed construction drawings and technical specifications (if applicable). Deliverable will be a PDF of each of the above items emailed to Client and two (2) sets of drawings (11x17), two (2) sets of the technical specifications (8.5x11) and two (2) copies of the opinion of probable cost and schedule (8.5x11).

3. 90% Review Submittal –This submittal consists of completed Construction Drawings and Technical Specifications for final review. This submittal will be made after receiving comments from the Client's review of the 60% review submittal have been incorporated. These are ready to permit (Building Department) except for Client comments. Deliverable will be a PDF of each of the above items emailed to Client and two (2) sets of drawings (11x17), two (2) sets of the technical specifications (8.5x11) and two (2) copies of the opinion of probable cost and schedule (8.5x11).

4. Bid Documents –This submittal consists of completed construction drawings and Technical Specifications including incorporating review comment items resulting

from the 90% client review meeting attended by applicable stakeholders after the Client's review of the 90% Review Submittal. This submittal is defined herein as

100% complete and fully coordinated documents without permit revisions and without bid addenda. Deliverable will be a PDF of each of the above items emailed to Client.

Task III -Services during ***Permitting***

A. KIMLEY-HORN will provide the Client project specific and technical information to submit and to process the permit applications for a Building Permit for the Project including construction drawings and specifications along with calculations where applicable. Submittal is limited to the scope of the design and does not include expanded requests and out of scope items requested by the City of Riviera Beach / Building Department on the project.

B. Consultant will prepare the Notice of Commencement (NOC) forms as required in most permit applications and meet with FDEP and ACOE to determine if further submittals are required. Consultant as part of this Work Order will submit preliminary drawings with the NOC form for review and processing by the agencies. No formal or detailed Environmental permitting is assumed as part of this Work Order or Task.

C. Meetings and Coordination:

Kimley-Horn will meet with the Building Department during the permitting process. One (1) meeting is assumed for the permitting effort. This meeting will be attended by Kimley-Horn's Project Manager or Project Engineer / representative at the City of Riviera Beach Offices in Riviera Beach, FL.

D. Deliverables - Permit Documents: This submittal is the same as the "Bid Documents" but will be labeled as "Permit Set". This submittal is defined herein as 100% complete and fully coordinated documents without permit revisions and without bid addenda. Separately, Kimley-Horn will provide a PDF of each of the above items emailed to Client.

Task IV - Services During Advertisement, Bidding, and Award

Kimley-Horn will assist the Client in the advertising and bidding of Project Construction Package by:

A. Attending one (1) pre-bid meeting at the Client's office in Riviera Beach, Florida. The meeting is assumed to involve one (1) professional from Kimley-Horn's office. Kimley Horn will be present to assist in conducting the meeting and to answer technical questions during the site walk-through asked by perspective bidders.

PROJECT NAME:
2023 – 004: Slip No. 1 Dredging – Design, Permitting and Bid Phase Services

B. Preparing Pre-Bid meeting minutes for use by Client for distribution to respective bidders.

C. Responding to Bidder's written questions submitted to the Client in RFI format. The Client will be responsible for receiving and distributing the questions and distributing responses to the bidders. Kimley-Horn will address RFI questions in written format where applicable Kimley-Horn will update drawings and technical specifications with revisions as required.

D. Assisting the Client in the technical review of the bid proposals for the project for responsiveness to the criteria, preparing an electronic format bid tabulation, preparing a letter of recommendation, and attending a summary meeting at the Client's office in Riviera Beach, Florida.

SERVICES NOT INCLUDED

Services not included in the Scope of work above, but can be provided as additional services if authorized, include but are not limited to:

A. Consultant Services during Construction, Construction Administration Services or site representation.

B. Environmental Permitting including application prep or processing. Assumes a permit is current for this work.

C. Environmental Remediation and Mitigation.

D. Destructive or non-destructive testing of materials.

E. Permit application fees will be paid by the Client directly.

F. Topographic or boundary surveys

G. Items not specifically identified in the scope and items identified in scope that are excluded.

ADDITIONAL SERVICES

Any items not specifically identified in the tasks above are considered additional services and can be provided on an hourly basis upon approval by the Client or as a separate scope of work.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's Consultants or representatives. The Client shall provide

PROJECT NAME:
2023 – 004: Slip No. 1 Dredging – Design, Permitting and Bid Phase Services

all information requested by Kimley-Horn during the project where available, including but not limited to the following:

A. Existing As-Built drawings and surveys of the project site in PDF and CAD file format inclusive of adjacent sites as appropriate, including available drawings and specifications.

B. Existing Environmental permits for maintenance dredging.

C. Supporting personnel and equipment to provide access to the facilities as needed to perform the reviews.

D. Clearance and/or escort into restricted areas as appropriate as needed to perform the site reviews. To be coordinated with Port Staff. Includes storage area for divers trailer and waterside access for geotechnical drill rig.

E. New and available existing geotechnical investigations and reports and topographic surveys.

F. New and existing topographic and bathymetric surveys.

G. Permit Fee(s).

H. Copies of submitted and obtained existing permits.

I. Word Format Files of General Conditions and Standard Front-end documents.

J. Any other information in the possession of the Client, which may be pertinent to the completion of the project.

TIME OF COMPLETION

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule. All Times of Completion are subject to exceptions for delays if they are beyond the control of KIMLEY-HORN.

FEES TO BE PAID

CONSULTANT will be compensated under the terms of the KIMLEY-HORN Standard Master Agreement for Professional Services between KIMLEY-HORN and the Port of Palm Beach. For this Work Order Consultant, shall be paid a the amounts as follows.

TASK I – Preliminary Services – Not to Exceed

Tierra South Florida	*$39,635.00*	*(Lump Sum)*
Industrial Divers	*$34,875.00*	*(Not to Exceed)*
KHA	*$9,432.00*	*(Lump Sum)*

PROJECT NAME:
2023 – 004: Slip No. 1 Dredging – Design, Permitting and Bid Phase Services

TASK II - Construction Documents Preparation - Lump Sum	*$42,753.00*
Task II -Services during Building Permitting - Hourly	*$16,061.00*
Task IV - Services During Advertisement, Bidding, and Award – Lump sum	*$ 4,058.00*

WORK ORDER TOTAL - Not to Exceed $146,814.00

The Authorized Representatives designated below are authorized to act with respect to the Work Order. Communications between the parties shall be between parties and their consultants or subcontractors shall be through the Authorized Representatives:	
For the Client: PORT OF PALM BEACH DISTRICT	For the Consultant: KIMLEY-HORN
Address: One East 11th Street Riviera Beach, FL 33404	Address: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411
Telephone: 561-383-4100	Telephone: 561-845-0665
This Work Order No. 2023 - 004 is effective this (date)	
Accepted for CLIENT by:	Accepted for KIMLEY-HORN by:
	
Name	Name Michael F. Schwartz, PE
Title	Title Senior Vice President

Project Name: Slip No. 1 Dredging

Work Order Number: 2023-04

Client: Port of Palm Beach

Estimator: J. Casey Long, PE

Kimley»Horn

Rev. 000

FEE SUMMARY		Principal	Engineer 2 / Senior Technologist	Project Engineer	Sr. CADD Designer	Technical Support	Total hours	Labor Effort Total	Expenses	Overall Line Item Total
	Loaded $/hr	$ 365.00	$ 197.00	$ 168.00	$ 151.00	$ 99.00				
Task 1 - Preliminary Services										
A.	Review Port Documentation and Permits	4.0	4.0				8	$ 2,248.00		$ 2,248.00
C.	Geotechnical investigation and Sub Consultant	4.0	4.0	8.0			16	$ 3,592.00	$ 39,635.00	$ 43,227.00
D.	Diver Survey	4.0	4.0	8.0			16	$ 3,592.00	$ 34,875.00	$ 38,467.00
	Construction Document Preparation Totals	12.0	12.0	16.0	0.0	0.0	40.0	$ 9,432.00	$ 74,510.00	$83,942.00
		$ 4,380.00	$ 2,364.00	$ 2,688.00	$ -	$ -				
Task 2 - Construction Documents Preparation										
1.	Construction Document Preparation						0	$ -		$ -
a.	Dredging	16.0	40.0		80.0	4.0	140	$ 26,196.00		$ 26,196.00
b.	Salvage and Debris Clean Up	6.0	16.0		32.0		54	$ 10,174.00		$ 10,174.00
2.	Front End and General Specifications Coordination	2.0	4.0			8.0	14	$ 2,310.00		$ 2,310.00
3.	Opinion of Probable Cost	1.0	4.0	4.0			9	$ 1,825.00		$ 1,825.00
4.	Opinion of Probable Schedule	2.0		2.0			4	$ 1,066.00		$ 1,066.00
5.	Meetings with Port during Design (Two total)		6.0				6	$ 1,182.00		$ 1,182.00
	Subtotals	27.0	70.0	6.0	112.0	12.0	227.0	$ 42,753.00	$ -	$ 42,753.00
		$ 9,855.00	$ 13,790.00	$ 1,008.00	$ 16,912.00	$ 1,188.00				
Task 3 - Services during Permitting										
1.	Package Permit Document Sets		4.0	4.0	4.0		12	$ 2,064.00		$ 2,064.00
2.	Notice of Commencement Preparation and Coordination		32.0	12.0	24.0	4.0	72	$ 12,340.00		$ 12,340.00
3.	Meetings with Permit Agency - City (one assumed)		3.0				3	$ 591.00		$ 591.00
4.	Review and respond to one RAI		2.0	4.0			6	$ 1,066.00		$ 1,066.00
	Subtotals	0.0	41.0	20.0	28.0	4.0	93.0	$ 16,061.00	$ -	$16,061.00
		$ -	$ 8,077.00	$ 3,360.00	$ 4,228.00	$ 396.00				
Task 4 - Services During Advertisement, Bidding, and Award										
1.	Pre-Bid Meeting (One Assumed)	3.0					3	$ 1,095.00		$ 1,095.00
2.	Response to RFI's and Bidders		2.0	4.0	4.0	2.0	12	$ 1,868.00		$ 1,868.00
3.	Review Bids and Provide Technical Response	3.0					3	$ 1,095.00		$ 1,095.00
	Services During Advertisement, Bidding, and Award Totals	6.0	2.0	4.0	4.0	2.0	18.0	$ 4,058.00	$ -	$ 4,058.00
		$ 2,190.00	$ 394.00	$ 672.00	$ 604.00	$ 198.00				
	PROJECT TOTAL HOURS	45.0	125.0	46.0	144.0	18.0	378.0	$ 72,304.00	$ 74,510.00	$ 146,814.00
	PROJECT TOTAL LABOR EFFORT	$ 16,425.00	$ 24,625.00	$ 7,728.00	$ 21,744.00	$ 1,782.00				

Not to Exceed

INDUSTRIAL DIVERS CORP.

2901 SW 3rd Ave STE #5
Fort Lauderdale, FL 33315
(954) 523-2906 Office (954) 525-6521 Fax
idc-office@att.net

Proposal

Date	Submitted by
9/26/2023	A. Delgado

Name / Address	Project Address
Kimley-Horn J. Casey Long P.E. 1920 Wekiva Way Suite 200 West Palm Beach, FL 33411	J. Casey Long, P.E. Mobile: 561.301.6806 Casey.Long@kimley-horn.com

Project Name / Job No.	Terms
Port of Palm Beach Slip 1	Net 30

Description	Qty	Rate	Total
Port of Palm Beach Slip 1 Bottom Debris Survey (~230,300 SQFT) and Perimeter Seawall Toe Inspection (~1,975 LF) Phase 1: Debris Survey Industrial Divers Corporation (IDC) will provide a four diver team surface supplied with communications equipped diving helmets for a diver and standby diver. The dive team will perform between 17 - 34 transects running north to south (260 LF each) along the approximately 1020 LF length of Slip #1. The final number of transects will be based on the divers visibility on bottom. The greater the visibility the fewer transects will be required. The dive team will begin by laying out station markers starting at the southeast corner of Slip #1 Station 0 and going west to Station 10+20 at the southwest corner. A three diver team with CCTV will run the transects with the inspecting diver towing surface marker float. A diver in a 15' RHIB boat, launched at nearby Jim Barry Light Harbor Park, will be following the diver. When the diver locates a piece of debris he will document it on the CCTV providing video documentation and a verbal description. The diver will then pull his marker float tight over the debris. The dive supervisor will notify the RHIB via VHF radio and the diver will approach the float and take a GPS position. This survey will cover approximately 230,300 SQFT of Slip #1. The position of diver will rotate during the day among the 4 divers due to a 40' table 120 minute bottom time limit based on the 35 - 36' depth of Slip #1. Phase 2: Seawall Toe Inspection			

The above terms and conditions are herby accepted.A finance charge of 1 1/2% per month which is an annual percentage rate of 18% is charged. Purchaser shall be liable for all the cost of collection including reasonable attorney's fee.

Total

Signature

Print Name & Title

Date

INDUSTRIAL DIVERS CORP.
2901 SW 3rd Ave STE #5
Fort Lauderdale, FL 33315
(954) 523-2906 Office (954) 525-6521 Fax
idc-office@att.net

Proposal

Date	Submitted by
9/26/2023	A. Delgado

Name / Address	Project Address
Kimley-Horn J. Casey Long P.E. 1920 Wekiva Way Suite 200 West Palm Beach, FL 33411	J. Casey Long, P.E. Mobile: 561.301.6806 Casey.Long@kimley-horn.com

Project Name / Job No.	Terms
Port of Palm Beach Slip 1	Net 30

Description	Qty	Rate	Total
Once the debris survey is complete the dive will perform a perimeter inspection of the toe of the seawall using CCTV. This Level I visual inspection will document the condition of the seawall from the mudline up 8' looking for any deficiencies or material accumulation against the base of the seawall. This survey will cover the 3 seawalls of Slip #1: south, west, and north for a total of approximately 1,975 LF. Divers will rotate as necessary to observe the 120 minute bottom time limit. IDC will provided a written report documenting the number, type, and location of all debris observed in Slip #1. The report will also include any findings from the Level I inspection of the toe of the seawall. A copy of all video and photos taken during the survey will be included with the report.			
Lump Sum Cost to include all mobilization, mileage, labor, equipment, demobilization, and report for minimum 3 days of work: $22,375.00	1	22,375.00	22,375.00
Up to two additional days may be required based on bottom conditions, viability, volume of debris, and amount of deficiencies observed: 2 days @ $6,250.00/ day	2	6,250.00	12,500.00
†NOTE: Port of Palm Beach to provide secure area within the Slip #1 dock facility for storage of RHIB and trailer during the length of the inspection. Proposal e-mailed to J. Casey Long, P.E. <Casey.Long@kimley-horn.com>			

Total	$34,875.00

The above terms and conditions are herby accepted.A finance charge of 1 1/2% per month which is an annual percentage rate of 18% is charged. Purchaser shall be liable for all the cost of collection including reasonable attorney's fee.

Signature _____ Print Name & Title _____ Date _____

September 28, 2023

Kimley-Horn
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Attn: Mr. Casey Long, P.E.
Email: Casey.Long@kimley-horn.com

RE: **Proposal for Geotechnical Services**
Port of Palm Beach Slip No. 1 Dredging
Riviera Beach, Florida
TSFGeo Proposal No. 2309-651

Dear Casey:

TSFGeo is pleased to submit this proposal for providing subsurface exploration at the Port of Palm Beach Slip No. 1 Dredging. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

To perform the study proposed, we are planning to explore the subsurface conditions as noted in Table 1 below. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Table 1 – Proposed Field Testing

Location	Proposed Services
Water	- Three (3) to Four (4) Standard Penetration Test (SPT) borings to a depth of 10 to 15 feet

Borings will be performed via a barge mounted drilling.

Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked (Sunshine State One Call). **Our experience, however, is that the utility companies will not mark privately/port owned utilities. Our proposal assumes that the Client will locate private/port utility lines, if any, in the field or clear boring locations of utility conflicts prior to mobilization of the drill rig. TSFGeo can recommend a utility line locating service upon request.**

Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, if necessary, will be performed on select samples.

The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the exploration data.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a **lump sum** price basis and that the work be performed pursuant to TSFGeo's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, our **lump sum** fee for the proposed geotechnical services will be **$39,635.00.**

Our estimate covers the work needed to provide drilling services and geotechnical report. Not included are clearing to access boring locations, reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within a few days of project approval (weather permitting and permit approval) and after utilities have been cleared. The fieldwork is expected to take about 1 to 2 days to complete. The test results can be submitted about 3 weeks after completion of the field exploration. Verbal preliminary results can be made to appropriate parties prior to submittal of the written report.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TSFGeo

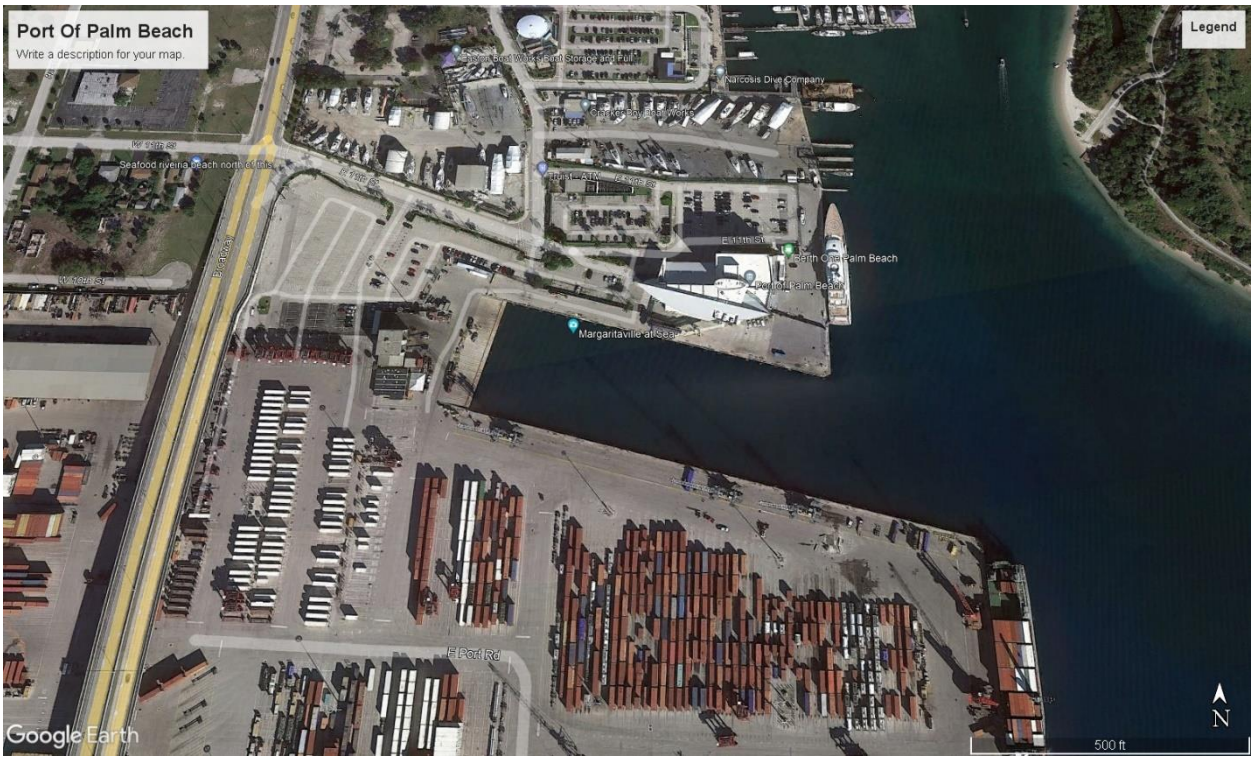
Esvard Janvier
Staff Engineer

Ramakumar Vedula, P.E.
Principal Engineer

Attachments: Site Location
General Conditions
Fee Breakdown

AUTHORIZED BY:	INVOICE TO:
Name:	**Firm:**
Title:	**Name:**
Date:	**Address:**
	Phone :

Site Location



TSFGeo's General Conditions

1. **SCOPE OF WORK**: Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSFGeo) as set forth in TSFGeo's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal, Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. **RIGHT-OF-ENTRY -**The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

3. **DAMAGE TO EXISTING MAN-MADE OBJECTS -**The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.

4. **IN-PLACE MATERIALS TESTING -** TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. **SAMPLE RETENTION -** TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) -** The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

   6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

   7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.

8. **ORAL AGREEMENTS -**No oral agreement, guarantee, promise, representation or warranty shall be binding.

9. **OWNERSHIP OF DOCUMENTS -**All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.

10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

    10.1. If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

    10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.

    10.3. This contract shall be governed by the laws of the State of Florida.

11. **CONSTRUCTION REVIEW -** TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.

12. **INDEMNIFICATION -**TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.

13. **LIMITATION OF LIABILITY -**The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed $50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.

    13.1. If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14. **INSURANCE -**TSFGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

    14.1. Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

    14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15. **TERMINATION -**This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.

    15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.

16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo -** Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.

17. **HAZARDOUS MATERIALS -**This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

CATEGORY	HOURLY RATE	UNIT	QUANTITY	FEES
LABOR RATES				
PRINCIPAL ENGINEER	$225.00	HOUR	2	$450.00
SENIOR ENGINEER	$195.00	HOUR	4	$780.00
STAFF ENGINEER	$115.00	HOUR	12	$1,380.00
SENIOR TECHNICIAN	$85.00	HOUR	24	$2,040.00
CADD	$100.00	HOUR	6	$600.00
AGGREGATE TESTING				
GRAIN-SIZE DETERMINATION (FULL GRAIN SIZE - 8 SIEVES)	$75.00	TEST	8	$600.00
GRAIN-SIZE DETERMINATION (WASH THROUGH - #200)	$45.00	TEST	8	$360.00
SIEVE ANALYSIS - COARSE AGGREGATE	$45.00	TEST	8	$360.00
ORGANIC CONTENT TESTING	$45.00	TEST	3	$135.00
Natural Moisture Content Tests	$20.00	TEST	8	$160.00
BARGE MOUNTED OPERATIONS				
STANDARD PENETRATION TESTS - BARGE 0' TO 50'	$27.50	FEET (DAY)	60	$1,650.00
GROUT - BARGE 0' TO 50'	$10.00	FEET (DAY)	60	$600.00
CASING (3 IN.) - BARGE 0' TO 50'	$17.00	FEET (DAY)	200	$3,400.00
MOBILIZATION OF BARGE-MOUNTED DRILLING EQUIPMENT TO PROJECT	$10,000.00	LUMP SUM	1	$10,000.00
BARGE EQUIPMENT (SITE DAYS)	$4,500.00	DAY	2	$9,000.00
CRANE RENTAL	$3,000.00	DAY	2	$6,000.00
SUPPORT BOAT	$500.00	DAY	2	$1,000.00
SUPPORT VEHICLE	$200.00	DAY	1	$200.00
			TOTAL	$39,635.00