

**Legislative
Committee Meeting
October 19, 2012**

PRELIMINARY AGENDA

**FLORIDA INLAND NAVIGATION DISTRICT's
Legislative Committee Meeting**

8:15 a.m., Friday, October 19, 2012

**The Riverside Hotel
620 East Las Olas Boulevard,
Ft. Lauderdale, Broward County, Florida.**

Committee Members

Nancy Freeman, Chair

Commissioners Carl Blow, Tyler Chappell, Spencer Crowley & Jerry Sansom.

Item 1. Call to Order.

Chair Freeman will call the meeting to order.

Item 2. Roll Call.

Assistant Executive Director Mark Crosley will call the roll.

Item 3. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND - Approval of a final agenda.

Item 4. Washington DC. Report.

The District's Washington DC Government Relations firm has submitted a status report on their activities on the District's federal issues.

(see back up pages 3 - 5)

Item 5. Agreement Renewal with Alcalde and Fay.

The District has retained the services of Alcalde and Fay since 2002 for governmental relation services at the Federal level. The current agreement expires at the end of October and the renewal will provide an additional 2 years of services at the same rate as before. It is to be noted that although the Board approved a rate of \$9,000 per month for the last year of the current agreement, Alcalde continued to bill the previous rate of \$8,500.00 per month for the last year.

(see back up pages 6 - 11)

RECOMMEND Approval of a recommendation to the full Board of the agreement renewal with Alcalde and Fay for an additional 2 years at \$8,500.00 per month.

Item 6. Additional Staff Comments and Additional Agenda Items.

- A. Discussions with the Governor's Office of Economic Opportunity
- B. Presentation to the Corps' Coastal Engineering Research Board

Item 7. Commissioners Comments.

Item 8. Adjournment.

October 2, 2012

MEMORANDUM

TO: David Roach, Executive Director
Mark Crosley, Assistant Executive Director

FROM: Jim Davenport

SUBJECT: Federal Legislative Report

MAINTENANCE DREDGING FUNDING

Congress is in recess until November 13th while members of Congress are back in their states campaigning for reelection. Before adjourning, Congress passed a continuing resolution (CR) that will fund Federal government operations and programs through March 30, 2013.

While the CR will postpone final action on fiscal year (FY) 2013 Energy and Water Appropriations legislation, it is conceivable that the House and Senate Appropriations Committees will begin conference negotiations on the legislation after the election. Some appropriators are working to construct and pass an omnibus appropriations bill before the end of the year.

We will continue working with the Energy and Water Appropriations Subcommittee staff to obtain funding that would support inland waterway maintenance.

WATER RESOURCES DEVELOPMENT ACT

Senator Barbara Boxer (D-CA), Chair of the Senate Environment and Public Works (EPW) Committee, is planning to draft a Water Resources Development Act (WRDA) and send it to other Senate EPW Committee members with the hope of marking it up after the election.

Boxer recently held a hearing to discuss the legislation. Senator Boxer, and others, agreed that there is a need to streamline Corps of Engineers processes and reform the "broken bureaucracy" at the Corps. During the hearing the following people testified:

- Andrew Herrmann, P.E., President, American Society of Civil Engineers--[testimony](#)
- Jerry A. Bridges, Chairman of the Board, American Association of Port Authorities, Executive Director, Virginia Port Authority-[testimony](#)
- Rick Calhoun, President, Cargo Carriers, Cargill, Incorporated-[testimony](#)
- Jeffrey Soth, Assistant Director, Legislative and Political Department, International Union of Operating Engineers-[testimony](#)
- Janet F. Kavinoky, Executive Director, Transportation and Infrastructure, Vice President, Americans for Transportation Mobility Coalition, United States Chamber of Commerce-[testimony](#)

We have been discussing the Atlantic Intracoastal Waterway Commission concept with Senator Bill Nelson's office. The EPW Committee is soliciting projects from Senator Nelson, and we are hopeful that he will submit the project to the Committee.

We will keep you apprised of the status of WRDA.

AMERICAN SOCIETY OF CIVIL ENGINEERS REPORT: THE ECONOMIC IMPACT OF CURRENT INVESTMENT TRENDS IN AIRPORT, INLAND WATERWAYS, AND MARINE PORTS INFRASTRUCTURE

The American Society of Civil Engineers (ASCE) recently released a report forecasting the significant economic impacts of the current investment trends in infrastructure for the nation's airports, inland waterways and marine ports. Alcalde and Fay participated in both the press conference and congressional briefing summarizing the important indicators and conclusions of the study. During both events, ASCE convened a panel of experts on international trade, ports and inland waterways to explore the report's implications for U.S. customers and businesses, and to discuss other near-term challenges facing the sector.

The report projects that investment is not keeping up with the infrastructure needs of the nation's waterways and seaports, and that of the \$30.2 billion needed between now and 2020, only \$14.4 billion in funds will be available, generating an investment gap of \$15.8 billion for inland waterways and seaports. An additional \$30 billion in funding gap is expected to accumulate between 2021 and 2040. More than 61% of the identified need and funding gap are intended for marine navigation and operations/maintenance requirements. ASCE warned that if the US maintains its current level of investment, the losses to the economy will be significant:

- By 2020, lost value of exports will be \$270 billion;
- By 2020, \$1.3 trillion in business sales will be lost;
- The cumulative loss in the national GDP will be \$700 billion;
- By 2020, \$872 billion will be lost in disposable personal income;
- By 2020, there will be 738,000 fewer jobs due to lack of US competitiveness in global trade.

Recommendations made by ASCE included:

- 1) Develop a national freight plan that prioritizes improvements;
- 2) Pass a WRDA bill;
- 3) Spend down the HMTF funds for their intended purpose;
- 4) Address the shortfall in the Inland Waterway Trust Fund;
- 5) Streamline project approval and delivery processes

Please contact me with any questions.

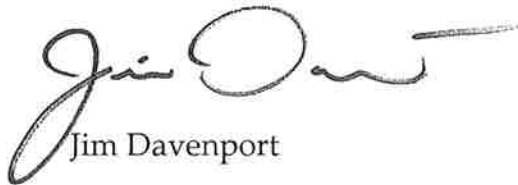
Despite the earmark ban and challenges posed in previous years in securing federal appropriations, we have been very successful for FIND since the commencement of our representation in 2002. During the course of our representation, FIND projects have received \$25,889,500 not budgeted by the Administration. We also worked to increase the federal cap on the Peanut Island environmental restoration project from \$5 million to \$9.75 million, which subsequently led to the Corps reimbursing FIND \$1.6 million. Moreover, in 2004 we assisted in securing \$3 million for emergency operation and maintenance of the Atlantic Intracoastal Waterway as a result of hurricane damage.

Currently, we are working to obtain funding to support FIND projects in the FY 2013 Energy and Water Appropriations Bill. We are also working to include language in the next Water Resources Development Act (WRDA) that would establish an Atlantic Intracoastal Waterway Commission. Likewise, we are always on call to assist FIND with any federal matter.

We look forward to continuing our successful work for FIND in Washington and respectfully ask that you renew our Agreement for Professional Services.

Please contact me at (703) 841-0626 with any questions or to discuss the Agreement further.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Davenport", with a long horizontal flourish extending to the right.

Jim Davenport

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE FLORIDA INLAND NAVIGATION DISTRICT AND
ALCALDE AND FAY, LTD.**

The following is an agreement between the Florida Inland Navigation District, hereinafter referred to as "DISTRICT" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of maritime, public works, transportation, energy and water resources, communications, and Federal grant programs; and

WHEREAS, in the judgment of the DISTRICT's Board, it is necessary and desirable to employ the services of the CONTRACTOR to assist the DISTRICT with maritime, public works, transportation, energy and water resources, communications, and Federal grant programs administered by the Federal government.

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

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on maritime, public works, transportation, energy and water resources, communications, and Federal grant programs, including but not limited to:
1. Assist the District in securing additional operation and maintenance funding for the maintenance of Atlantic Intracoastal Waterway, Intracoastal Waterway and Okeechobee Waterway Projects in Florida by working with the U.S. Congress, the Administration, the Office of Management and Budget, and the U.S. Army Corps of Engineers:
 2. Assist the District in securing a modification to the Magnuson Stevens Reauthorization Act to exempt the maintained channels of the Atlantic Intracoastal Waterway, the Intracoastal Waterway and the Okeechobee Waterway from the definition of Essential Fish Habitat.
 2. Monitor and report to the District on Federal legislative and regulatory issues that may impact the District.
 3. Provide appropriate reports and backup information to discuss proposed Federal legislation and regulatory issues that may impact the District to the Executive Director prior to regularly scheduled Board meetings for review by the District's Board (Attachment A is the reporting schedule).

4. Monitor and advise the District on other National advocacy efforts related to the U.S. inland waterway system. Coordination with other inland waterway efforts by the Atlantic Intracoastal Waterway Association, the National Waterways Conference, the Marine Industries Associations of Florida or other waterway interests as identified and tasked by the District.
 5. Assist the District in other areas as may be requested in writing by the District.
- B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be \$8,500.00 per month from November 1, 2012 through October 31, 2014. The monthly \$8,500.00 fee invoice shall be submitted by CONTRACTOR at the first of each month for services to be rendered that month beginning on November 1, 2012. The DISTRICT shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but not limited to; photocopying, postage, telephone, delivery, and telecopy charges. If CONTRACTOR becomes aware that expenses will exceed \$200.00 during a month he will contact the DISTRICT to make them aware of the cause and necessity for the additional expenses. Expenses will be reimbursed to CONTRACTOR on a monthly basis. All travel expenses will be incurred only following written approval by the Executive Director and will be in accordance with Attachment B unless prior approval is given by the DISTRICT.
- C. KEY PERSONNEL: CONTRACTOR represents to DISTRICT that DISTRICT will have Jim Davenport principal of CONTRACTOR'S services, in the performance of CONTRACTOR'S duties hereunder.

PART II - GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides its employees.
- C. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

DISTRICT: EXECUTIVE DIRECTOR
FLORIDA INLAND NAVIGATION DISTRICT
1314 MARCINSKI ROAD
JUPITER, FL 33477

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERM OF AGREEMENT: This Agreement shall become effective on November 1, 2012 and shall terminate on October 31, 2014 or upon 30 day's notice by either party with or without cause.
- F. JURISDICTION: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.
- G. PUBLIC RECORD: The parties understand that any record, document, computerized information and program, audio, or video tape, or other writing completed by the CONTRACTOR related directly or indirectly to the Agreement is a public record pursuant to Chapter 119, Florida Statutes, whether in the possession or control of the DISTRICT or the CONTRACTOR. Such public records may not be destroyed without the specific written approval of the Executive Director. Upon request by the DISTRICT, the CONTRACTOR shall promptly supply copies of said public records to the DISTRICT. Nothing contained in this paragraph shall require the disclosure of information that is exempt from public records disclosure pursuant to state or federal law.
- H. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the DISTRICT. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The DISTRICT shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

- I. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of any of the courts of record of the State of Florida, Palm Beach County.
- J. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2012.

ATTEST:

FLORIDA INLAND
NAVIGATION DISTRICT

By: _____

WITNESSES:

ALCALDE AND FAY, LTD.





By: 