

**Board of
Commissioners Meeting
January 15, 2016**

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, January 15, 2016

**Hilton St. Augustine Historic Bayfront Hotel
32 Avenida Menendez
St. Augustine (St. Johns County), FL 32084-3644**

Item 1. Call to Order.

Chair Blow will call the meeting to order.

Item 2. Pledge of Allegiance.

Chair Blow will lead the Pledge of Allegiance to the United States of America.

Item 3. Roll Call.

Secretary McCabe will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Board to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

(Please see back up pages following the **COLOR** page)

RECOMMEND: Approval of the Consent Agenda.

- a) Keep Jacksonville Beautiful, Inc. Waterway Cleanup Program Funding Request, Duval County, FL.
 - b) Miami-Dade County Waterway Cleanup Program Funding Request, Miami-Dade County, FL.
 - c) Miami-Dade County Small-Scale Derelict Vessel Removal Program Application, Miami-Dade County, FL.
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Item 5. Additions or Deletions.

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

RECOMMEND: Approval of a final agenda.

Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should fill out a speaker card and communicate with staff prior to that agenda item.*

Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- December 11, 2015 - Finance & Budget Committee Mtg. (Please see back up pp 7-9)
- December 11, 2015 - Board Meeting (Please see back up pages 10-31)

RECOMMEND: Approval of the minutes as presented.

Item 8. Comments from the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Manager, Ms. Shelley Trulock is scheduled to present an update on projects and activities.

(Please see back up pages 32-37)

Item 9. Staff Report on St. Johns County Area Projects.

Staff will present a report on the District's St. Johns County area projects.

(Please see back up pages 38-53)

Item 10. Presentation on Sea Level Rise and Implications for Coastal Management in Florida.

Dr. James R. Houston, a noted researcher with the U.S. Army Corps of Engineers, has been invited to speak to the Board about sea level rise and the potential management implications this global event may have on Florida's east coast.

Dr. Houston is Director Emeritus, Engineer Research and Development Center (ERDC), Corps of Engineers, having retired in 2010 as Director, ERDC. As Director, he managed one of the most diverse research organizations in the world with over 2,000 employees and an annual program of \$1.5 billion that won the Army Research Laboratory of the Year Award four of the last five years that he was the Director. He has a PhD in coastal engineering, University of Florida, and over 180 publications. Dr. Houston has received numerous awards including three Presidential Rank Awards (1993, 2000, 2005), the Eminent Speaker Award (1993) from the Australian Institution of Engineers, National Beach Advocacy Award (1997) from the Florida Shore and Beach Preservation Association (FSBPA), the Morrough P. O'Brien Award (2003) from the American Shore and Beach Preservation Association, and the Bob Dean Research Award (2014) from FSBPA. In addition to being ERDC Director Emeritus, Dr. Houston is a part-time Senior Scientist at Taylor Engineering, Jacksonville, FL.

RECOMMEND: (This item is presented for Board review and discussion only.)

Item 11. Presentation and Review of the Consultants Competitive Negotiation Act for Florida.

The Board has expressed concerns pertaining to the District's compliance with the Consultants Competitive Negotiation Act (CCNA), specifically Florida Statute Title 19, Chapter 287, Section 287.055 governing the "acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties."

The CCNA applies only to those listed services and was developed to allow organizations to obtain the most qualified, eligible professional services without subjugating to least costs exposure.

The District Attorney has prepared a brief presentation on this subject and is prepared to answer any questions.

(Please see back up pages 54-69)

RECOMMEND: (This item is presented for Board review and discussion only.)

Item 12. Lease Agreement Extensions with the Town of Jupiter for Dredged Material Management Area (DMMA) MSA-610 and 611A, Palm Beach County, FL.

There are two sites located at this location. The north portion of the site is a passive area inundated with exotic vegetation. The Town of Jupiter loosely maintains an exercise trail through this area. On the southern portion of the site, the Town has been operating a low-intensity park and dog walk area since 1986.

This site is within a ¼ mile of the District office and has been identified as one of the District's long-range material management areas within the 50-year Dredged Material Management Plan (DMMP). However, there are NO plans to utilize this site in the foreseeable future.

The Town recently cleared exotic vegetation from significant portions of south area of the site. In addition, there are some minor encroachment issues arising from a few neighboring homes on this portion of the property. Both of these issues are addressed in the updates to the lease agreement. Negotiations and due diligence will continue to be a part of this approval.

(Please see back up pages 70-99)

RECOMMEND Approval of a five (5) year lease agreement extension with the Town of Jupiter for the temporary use of MSA 610 & 611A, Palm Beach County.

Item 13. Perpetual Construction Easement with St. Johns County for Summerhaven Beach for the Beneficial Placement of Dredged Material from Dredging of the Intracoastal Waterway in the Vicinity of Matanzas Inlet, St. Johns County, FL.

The Navigation District dredges the Intracoastal Waterway (IWW) near the vicinity of Matanzas Inlet almost every three (3) years. This is the highest dredging frequency within the District. The beach-compatible material is placed on Summerhaven Beach, temporarily benefiting this highly eroding beach.

Over the years, St. Johns County (SJC) has acquired the rights to the beach in this area. The District would like to establish a perpetual construction easement with SJC to place dredged material on Summerhaven Beach. This is consistent with the Florida Department of Environmental Protection's (FDEP) recommendations for this area, as well as the District's Long-Range Dredged Material Management Plan (DMMP). Negotiations and due diligence will continue to be a part of this approval.

(Please see back up pages 100-106)

RECOMMEND Approval of a Perpetual Construction Easement with St. Johns County for Summerhaven Beach, St. Johns County, FL.

Item 14. Proposal to Engage MCCi to Implement an Electronic Filing System for the District Office, Palm Beach County, FL.

MCCi has provided a proposal to the District to implement Laserfiche software and services, an electronic filing system (EFS) utilized by many of the District's municipal communities. In addition, Novos Networks, the District's current Information Technology (IT) contractor has provide a proposal to assist the District with the transition to an EFS, and the firm has already provided valuable information and direction on this project.

At the December meeting, the Board approved a proposal from Novos Networks to update the District's hardware and network in anticipation of utilizing this system. Novos Networks has worked with MCCi in the past and is very familiar and supportive of their system.

The goal of this effort will be to eliminate up to 25 filing cabinets located at the District office, and all of the 83 boxes of files waiting to be scanned under the old scanning system. In addition, most future incoming information at the District will be handled and filed electronically.

(Please see back up pages 107-141)

RECOMMEND: Approval of scope of work and fee quote from MCCi in the amount of \$22,346.00 and \$4,080.00 from Novos Networks to implement an electronic filing system at the District office, Palm Beach County, FL.

Item 15. **Scope of Services and Cost Proposal for Seagrass Mitigation Area
Identification, Intracoastal Waterway (IWW), Broward County, FL.**

Taylor Engineering has been working on the identification of potential seagrass mitigation areas within the District in order to preserve these areas for future mitigation needs for the management of the IWW.

At our November meeting, the results of the studies for St. Lucie County and Palm Beach County were presented to the Board. Brevard, Martin and Indian River Counties have been completed and presented to the Board.

At the November meeting, the Board requested Taylor Engineering to pursue similar studies for the remaining applicable counties within the District. Our engineer has prepared a scope and cost proposal for Broward County and Palm Beach County. Staff has reviewed the proposal and it is consistent with their previous work.

(Please see back up pages 142-147)

RECOMMEND: Approval of a scope of work and cost proposal in the amount of \$28,752.00 from Taylor Engineering for a Seagrass Mitigation Area Evaluation Study in Broward County, FL.

Item 16. **Scope of Services and Cost Proposal for Seagrass Mitigation Area
Identification, Intracoastal Waterway (IWW), Miami-Dade County, FL.**

As with all of the other county's within the Navigation District which contain submerged aquatic vegetation (SAV), Taylor Engineering has been working on the identification of potential seagrass mitigation areas within the District in order to preserve those areas for future mitigation needs for the management of the IWW.

This effort is similar to the Broward proposal. The District Engineer has prepared a scope and cost proposal for Miami-Dade County, the final county within the District to be completed. Staff has reviewed the scope and it is consistent with previous proposals.

(Please see back up pages 148-153)

RECOMMEND: Approval of a scope of work and cost proposal in the amount of \$20,748.00 from Taylor Engineering for a Seagrass Mitigation Area Evaluation Study in Miami-Dade County, FL.

Item 17. Taylor Engineering Hourly Rate Adjustment.

The District's agreement with Taylor Engineering allows their rates for services to be adjusted annually by mutual agreement. The District Engineer has submitted a request to revise the hourly rates that the firm charges for the various personnel that work on our projects. *(Please note that Taylor Engineering did not request a rate increase in 2013).*

(Please see back up pages 154-158)

RECOMMEND: Approval of the rate adjustment requested by Taylor Engineering for 2016.

Item 18. Finance and Budget Committee Report.

The District's Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on the Committee's agenda.

(Please refer to the Finance and Budget Committee Agenda Package)

RECOMMEND: Approval of the recommendations of the District's Finance and Budget Committee.

Item 19. Washington D.C. Report, 2017 Federal Funding Request.

The District's Federal governmental relations firm submitted a status report on their activities on the District's federal issues. In addition, staff has prepared a 2017 Federal funding request package to distribute during our Washington D.C. visit.

(Please see back up pages 159-168)

RECOMMEND: Approval of the District's 2017 Federal funding requests.

Item 20. Additional Staff Comments and Additional Agenda Items.

Item 21. Additional Commissioners Comments.

Item 22. Adjournment.

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

**SYNOPSIS OF THE MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Finance and Budget Committee Meeting

8:30 a.m., Friday, December 11, 2015

The Shores

2637 South Atlantic Avenue

Daytona Beach Shores, Volusia County, Florida 32118-5643

ITEM 1. Call to Order.

Committee Chair Netts called the meeting to order at 8:30 a.m.

ITEM 2. Roll Call.

Executive Director Mark Crosley called the roll and Committee Chair Netts, Secretary McCabe, and Commissioner Sansom were present. Mr. Crosley stated that a quorum was present. Vice-Chair Cuozzo was absent.

ITEM 3. Additions or Deletions.

Committee Chair Netts asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the agenda.

Secretary McCabe made a motion to approve the agenda as presented. The motion was seconded by Commissioner Sansom. Committee Chair Netts asked for any further discussion, hearing none, a vote was taken and the motion passed.

ITEM 4. Public Comments.

Committee Chair Netts asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 5. Financial Statements for October of 2015.

Mr. Crosley presented the District's financial statements for October of 2015.

Mr. Crosley noted that the BB&T checking account will be closed and those funds will be transferred to Seacoast Bank. Seacoast Bank will be used as the District's primary bank for daily tax collections and payment disbursements.

Mr. Crosley stated that the District is moving towards electronic payments. He stated that staff will use the DocuSign Program, e-mail the information to the Chair and Treasurer for electronic signature. Commissioners will be paid by electronic payment for their next Board meeting reimbursement.

Mr. Crosley stated that the First Atlantic Bank CD will be coming up for renewal in January. Staff is working with Gateway Bank, Seacoast Bank, and TD Bank in an effort to obtain higher Money Market interest rates. He noted that staff is diligent about shopping for the best interest rates. He asked for questions. There were none.

Commissioner Sansom made a motion to approve a recommendation to the full Board of the financial statements for October of 2015. The motion was seconded by Secretary McCabe. Committee Chair Netts asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. October 2015 Budget Summary and Project Status Expenditure Reports.

Mr. Crosley presented the Budget Summary and Project Status Expenditure Reports for October 2015.

Mr. Crosley noted that there will be two (2) Army Corps of Engineers (ACOE) Work Orders coming up as the Matanzas and St. Augustine Inlet projects begin. He asked for questions. There were none.

ITEM 7. Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority Report and stated that five (5) actions were taken from November 4, 2015 through December 1, 2015 and is presented for committee review.

Mr. Crosley stated that a new black and white copy machine was purchased.

Mr. Crosley stated that the Board approved the purchase of a new district truck at the November Board meeting. Staff purchased a new 2015 Dodge truck from Okeechobee Dodge. He asked for any questions. There were none.

ITEM 8. Additional Agenda Items or Staff Comments.

Committee Chair Netts asked if there were any additional agenda items or staff comments. There were none.

ITEM 9. Additional Commissioners Comments.

Committee Chair Netts asked if there were any additional Commissioner comments. There were none.

ITEM 10. Adjournment.

Committee Chair Netts stated that hearing no further business the meeting was adjourned at 8:40 a.m.

**SYNOPSIS OF THE MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Meeting

9:01 a.m., Friday, December 11, 2015

The Shores

2637 South Atlantic Avenue

Daytona Beach Shores, Volusia County, Florida 32118-5643

ITEM 1. Call to Order.

Chair Blow called the meeting to order at 9:00 a.m.

ITEM 2. Pledge of Allegiance.

Secretary McCabe led the Pledge of Allegiance to the Flag of the United States of America.

ITEM 3. Roll Call.

Secretary McCabe called the roll and Chair Blow, Treasurer Netts, and Commissioners Isiminger, O'Steen, and Sansom were present. Secretary McCabe stated that a quorum was present. Vice-Chair Cuzzo, Commissioners Chappell, Crowley, Donaldson, Dritenbas, and Williams were absent.

ITEM 4. Consent Agenda.

Chair Blow asked if there were any comments or questions regarding the Consent Agenda. There were none.

Commissioner Sansom made a motion to approve the Consent Agenda as presented. The motion was seconded by Treasurer Netts. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 5. Additions or Deletions.

Chair Blow asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that he would like to add to the agenda: Item 19A, Proposal to Update District Hardware and Software in Preparation for an Electronic Filing System, Palm Beach County, Florida, and withdraw from the agenda: Item 13, Presentation and Review of the Consultants Competitive Negotiation Act For Florida.

Treasurer Netts made a motion to approve the final agenda as amended. The motion was seconded by Commissioner Sansom. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. Public Comments.

Chair Blow asked if there were any public comments on issues that are not on today's agenda.

Mr. Crosley stated that he would like to recognize Mr. Frank Herhold, who passed away recently. Frank led the Marine Industries Association of South Florida for 20 years.

Commissioner Sansom stated that Mr. Herhold also owned and operated Anchorage Yacht Basin Marina in Melbourne for eight years before moving to Fort Lauderdale in 1990.

Ms. Zimmerman read a tribute honoring Frank Herhold who was a marine industry patriarch. During Mr. Herhold's tenure, the MIA SF's membership more than doubled and the association became recognized nationally as one of the predominant marine trade organizations. He was a strong advocate for family recreational boating, preserving working waterfronts and water access, and he achieved gains in those areas by focusing on building strong relationships throughout the community. He remained a devoted advocate

of the marine industry in his retirement and never lost touch with his passion. His involvement included attending this year's Fort Lauderdale International Boat Show, serving on the City of Fort Lauderdale's marine advisory board, and providing counsel to various businesses.

ITEM 7. Board Meeting Minutes.

Chair Blow asked if there were any comments or questions regarding the November 14, 2015 Finance & Budget Committee Minutes and the Board Meeting Minutes.

Commissioner Isiminger stated that on November 20, 2015, he filed a Conflict of Interest for the Palm Beach County Deepening project and, in accordance with procedures, declared that during the following Board meetings: July 18, 2014, Item 23A; December 13, 2014, Item 17; September 12, 2015, Item 11; and, November 14, 2015, Item 7A he was not aware at the time of voting that a "special private gain" would inure to these parties from the Intracoastal Deepening project. He stated that he has been retained by Lockheed Martin Corporation, JS Family Holding, Inc., and JAMCO, Inc. to provide professional engineering services for marine facilities at their properties. The projects he is working on for these clients are not directly related to the deepening project. The Intracoastal deepening project will result in increased depth in the Intracoastal Waterway adjacent to their properties, which could benefit these parties. He completed Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers, which will be attached to each listed Board Meeting Minutes.

Ms. Zimmerman read Form 8B into the Board Meeting Minutes. Form 8B will be attached to the July 18, 2014, December 13, 2014, September 12, 2015, November 14, 2015, and the December 11, 2015 Minutes.

Mr. Crosley stated that Commissioner Chappell requested a correction be made to the November 14, 2015 Board Meeting Minutes, Item 19, to read: Commissioner Chappell suggested staff talk to Mr. Davenport about the IWW in the District's sponsor area "and if we could include the IWW in the list for Projects of Regional and National Significance" to paragraph three.

Treasurer Netts made a motion to approve the November 14, 2015 Meeting Minutes, as amended. The motion was seconded by Commissioner Sansom. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Comments from the U.S. Army Corps of Engineers.

Ms. Shelley Trulock, the Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers (USACE), stated that the Plans and Specifications for construction of Dredged Material Management Area (DMMA) O-7 are being finalized and should be completed by January of 2016. She stated that the project is planned for advertisement in late March of 2016, and a contract award in May of 2016. She is planning to present the Project Work Order at the February 2016 FIND Board Meeting. The team is proposing utilization of a "Lease Cost Technically Acceptable" method. This allows the team to receive bids and evaluate each bid on its technical merit. For example, five (5) bids come in and three (3) are determined to be technically acceptable. The lease cost three (3) bids would be chosen. The small business program can be utilized with this procurement strategy.

Chair Blow noted that the FIND budget for the construction of DMMA O-7 is \$4 million.

Commissioner Sansom asked about the project. Mr. Crosley stated that this is for the construction of DMMA O-7 which will be used for dredging of the St. Lucie River to the First Lock of the Okeechobee Waterway.

Ms. Trulock stated that the USACE is moving forward with permitting the IWW Broward Reach I dredging project. The team will proceed with the appropriate National Environmental Policy Act (NEPA) coordination and documentation to obtain the FDEP permit for the dredging action and placement in the nearshore. She noted that all federal action requires NEPA coordination.

Ms. Trulock stated that development of the Plans and Specifications for the St. Augustine and Matanzas reaches of the IWW are ongoing and should be completed by January of 2016. Staff is working to obtain an updated easement for beach placement of the material. Because material will be placed within Anastasia State Park, a new use agreement will be executed to give the USACE permission to place the material on state lands. A hydrographic survey will be performed to verify the amount and location of the shoaling. This project will be completed by the USACE's small business MATOC contracting process. She stated that in the event that the USACE receives Work Plan funding, this project may be pushed up a little bit because Work Plan funding cannot be carried forward. She stated that currently, the project is planned for advertisement in February of 2016, contract award in April of 2016, and a Work Order should be brought to FIND in March of 2016.

Ms. Trulock stated that the USACE is moving forward with this project and will make changes as necessary if the Vilano Group receives the necessary pipeline easements,

environmental documentation, and the Florida Department of Environmental Protection (FDEP) permit for beach placement north of the Inlet.

Chair Blow stated that he and Mr. Crosley have met with the Vilano Group and have explained the District's position, notified the group that the FIND project is forthcoming, and notified the Vilano folks that they need to get their paperwork and permits in place.

Ms. Zimmerman stated that her preliminary discussion with the county is that they are open to a perpetual easement. Currently, the District has a temporary easement that has expired and needs to be renewed. Attorney Breton is drafting language for a perpetual easement.

Ms. Trulock stated that the Plans and Specifications for construction of DMMA O-23 will be developed in March of 2016.

Ms. Trulock stated that a small problematic shoal within the IWW Crossroads area has been identified and the USACE has been asked to investigate the most efficient way to remove it. Martin County has offered the settling basin within the St. Lucie Inlet as a location to dispose of the material. The USACE will meet to establish the path forward and determine what permit action is needed, and if the USACE dredge can be used. Modifying the existing Crossroads permit to add the existing settling basin as a disposal option seems to be the most likely path forward. Mr. Crosley noted that this is a short-term dredging activity to help manage the Crossroads shoal. The Crossroads area is one of the District's most frequently dredged areas. He noted that Taylor Engineering is working to develop a long-term option to decrease dredging activity in the Crossroads area.

Ms. Trulock stated that she provided Mr. Crosley with a new legal description and survey for DMMA SJ-1. She stated that she was able to complete this work with USACE surplus funding.

ITEM 9. Staff Report on Volusia County Area Projects.

Mr. Crosley stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway (IWW) in Volusia County was completed in 1993. Phase II of the DMMP was completed in 1994 and all major land acquisition was completed in 1997.

Mr. Crosley stated that the 50-year dredging projection is 4.2 million cubic yards. The storage projection is 9 million cubic yards.

Mr. Crosley stated that to date, three (3) of the seven (7) Dredged Material Management Areas (DMMA) in the county, MSA 434/434C, V-26 and V-29, have been fully constructed. In 2006, 780,000 cubic yards of beach quality material was offloaded from MSA 434/434C and placed on the beaches of New Smyrna to repair storm damage impacts.

Mr. Crosley stated that all DMMA's with the exception of V-6 have been fenced. The future development footprint of DMMA V-22A has been cleared and grubbed. The presence of a bald eagle's nest on DMMA V-21 has precluded any development of that site beyond the security fence.

Commissioner Sansom noted that staff should be monitoring the eagle's nest to document activity or in-activity at DMMA V-21.

Mr. Crosley stated that in the fall of 2012, the USACE hopper dredge "Currituck" conducted operations in the IWW in the vicinity of Ponce Inlet for a period of

approximately four (4) days in between assignments on the U.S. east coast. Approximately 3,000 cubic yards of material was dredged for the temporary relief of shoaling in this vicinity. A full-scale dredging event was initiated in late summer of 2013 and completed in November 2013. Approximately 245,000 cubic yards were removed from Cuts V-22 through V-28 and placed in nearby MSA 434/434C under the District's upland permit exemption. The U.S. Army Corps of Engineers (USACE) is initiating Plans & Specifications to dredge this area again in 2017.

Mr. Crosley stated that the Volusia County Waterways Economic Study Update was completed in 2011 and it found that there were approximately 284 waterway-related businesses in the county employing 1,466 people, with salaries of approximately \$53.4 million and an economic output of \$235.4 million. This economic impact generated \$11.2 million in tax revenue. Property values were determined to be increased from \$339 to \$429 million by the presence of the IWW channel. The study reports that these values would decrease by approximately 20% overall if dredging of the waterways ceased.

Mr. Crosley stated that since 1986, the District has provided \$12.5 million in Waterways Assistance Program funding to 113 projects in the county having a total constructed value of approximately \$48.5 million.

Mr. Crosley stated that the District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in Volusia County: Florida Clean Marina Program; Florida Clean Vessel Act Program; Deleon Springs State Park Dock Design; Florida Marine Patrol Officer Funding; and the St. Johns River Boating Safety Search and Rescue Program. The District's funding assistance for the Volusia County portion of these projects was approximately \$465,000.00.

Mr. Crosley stated that the District has partnered with Volusia County for the past several years to provide funding assistance for the removal of trash and debris from Volusia County's waterways. The District provides up to \$10,000.00 per year for this program.

Mr. Crosley stated that to date, no vessels have been removed in Volusia County through this program. He stated that local government needs to be made aware of the District's Derelict Vessel Program.

Secretary McCabe stated that she has met with Jason Davis, with Volusia County to discuss the District's Derelict Vessel Program.

Ms. Beth Lemke, with Planning Solutions, Inc., stated that derelict vessels are a big problem in many communities. She noted that the process to legally remove a derelict vessel can be a long process. She stated that Volusia County and the Cities of Oak Hill, Holly Hill, and Daytona Beach are holding a workshop next week to discuss the derelict vessel problem. She stated that Volusia County will be contacting FIND regarding derelict vessel removal funding.

ITEM 10. Presentation on the Intracoastal Waterway Hydrographic Centerline Survey North, Brevard County through Nassau County, Florida.

Mr. Adams stated that last year, the Board approved a hydrographic baseline, or "centerline" survey of the entire Intracoastal Waterway divided into two main "sections" (north and south). The north survey was completed by Sea Diversified, Inc. and the south survey was completed by Morgan and Ecklund, Inc. The data was provided to Taylor Engineering for initial analysis and recommendations. Today Taylor Engineering is presenting the results of the IWW Centerline Survey North.

Mr. Adams stated that in Nassau County, the project started at Fernandina Harbor down to the Sawpit area. The survey shows that Reach DU-1 in Nassau County needs to

be dredged. The dredging plan for Nassau County includes an area without a defined channel, identifying where the channel should be placed, determining the deep water, and relocating and aligning the channel. After the dredging project has been completed, offloading of NA-1 and DU-2 may be required.

Mr. Adams stated that in Duval County, Reach III, part of Sawpit shows shoaling and should be dredged again in 2018. Reaches, III, IV, V, and VI do not appear to be shoaling at this time and will be resurveyed in 2019. He stated that DMMA DU-20 needs to be re-worked and should be considered for construction.

Mr. Adams stated that in St. Johns County, DMMA DU-9 is currently in the design stages for construction. Reach III, near the St. Augustine Inlet should be dredged and Reach V, Matanzas area also needs dredging. He noted that the USACE is currently working on these projects. Reaches I, II, IV, and North of Marineland should be resurveyed in 2019.

Treasurer Netts stated that in Matanzas, there is an island in the middle with deep water to the west. He questioned if there has been any thought given to relocating the channel to the west. Mr. Adams stated that is something that could be investigated. He noted that area includes a widener.

Mr. Adams stated that Reach I in Flagler County should be scheduled for dredging to maintain the -12 foot depth. There is shoaling at Red Marker #110 in Reach II. Reaches III and IV require no dredging at this time. There are no critical needs for the DMMA's.

Mr. Adams stated that in Volusia County, quantities continue to increase in Reach I and the area should be monitored. Reach IV, Ponce area, was last dredged in 2013 and should be dredged again in 2017. The northern area shows a small shoal and requires

further investigation. The southern area around New Smyrna Beach should be resurveyed in 2016. Reach V should be resurveyed in 2019. Reach VI should be monitored for future dredging. DMMA V-21 and/or V-22A and V-25 should be considered for construction. DMMA V-6 is a group of islands and because of environmental restrictions, probably could not be used for material management today.

Mr. Adams stated that in Brevard County, Reach I was last dredged in 2001 and the next dredging event should be in 2019, with placement in DMMA BV-2C which has been constructed. The remaining Brevard County Reaches have no sufficient navigation issues that would require dredging. DMMA construction is usually based on the greatest need and in Reach VI the material would be placed in DMMA BV-24A. DMMA BV-24A is the site that has scrub-jays on it and the District is in negotiations for a site exchange with the county. DMMA BV-4B is in the permitting and design stage. DMMA BV-11, DMMA BV-R, and DMMA BV-40 are in Phase I development. DMMA-NASA and DMMA BV-52 have been constructed.

Commissioner Sansom stated that the undeveloped sites should be considered for construction as soon as possible because the adjacent properties have been or are being developed for residential use.

Mr. Crosley noted that because of the current muck dredging and cleanup of the lagoon, it is a favorable time to construct these dredged material management sites.

Commissioner Isiminger asked if the re-survey of 2019 will be spot surveys or the entire waterway surveyed again. Mr. Adams stated that it will be spot surveys by specific areas identified as a concern.

ITEM 11. Presentation and Discussion on Dredged Material Management Area Salinity Planning Relating to Site Design, Management and Operations.

Mr. Crosley stated that the District has purchased sixty-three (63) permanent upland Dredged Material Management Area (DMMA) sites for the long-range operation and management of the Intracoastal Waterway (IWW) within the 12-member counties. These sites were identified and purchased under an award-winning, precedent-setting, 50-year Dredge Material Management Plan (DMMP) for the IWW conducted by Taylor Engineering.

Mr. Crosley stated that site construction has been prioritized according to need and funding availability, with the highest priority (i.e. dredging frequency or need) constructed first. As the District moves forward with construction of all of the identified sites, additional considerations and concerns have arisen that influence how these sites will be constructed and/or operated. The most significant of these concerns pertains to the potential introduction of salinity into upland sites.

Mr. Adams stated that 20 or 30 years ago when the District was purchasing the Dredged Material Management sites (DMMA's), FIND was in the forefront of looking ahead and solving their future dredging issues. At that time, DMMA salinity impact was considered as something that would naturally dissipate, but with today's technology we know that the salinity will continue to go to the ground water. Therefore future DMMA construction must look at and solve potential salinity issues during site construction.

Mr. Adams stated that a "quick look" was made of the District's DMMA sites on Google Earth. This review looked at how far each disposal site was from a water body and surrounding development.

Mr. Adams stated that the District has 26 constructed DMMA sites and nine (9) of those sites have been recommended to have a ground water analysis completed. He stated that the cost for ground water analysis is approximately \$250,000.00 per site. He stated that there are multiple options for handling site salinity such as perimeter ditches, liners and geo-tubes.

Treasurer Netts asked if using dredged material for beach renourishment could be impacted in the future. Mr. Adams answered no and stated that placing the sand back on the beach is a good regional sediment management practice.

Chair Blow stated that to the east of DMMA SJ-20A is property that is owned by the St. Johns River Water Management District and that this may be a good time to discuss a property exchange.

ITEM 12. Scope of Services and Fee Proposal for a Preliminary, District-Wide, Commercial and Industrial Waterway Access Inventory.

Mr. Crosley stated that at several recent Board meetings, discussion has focused on the availability of commercial/industrial waterway access within the District's 12-member counties.

Mr. Crosley stated that Planning Solutions Corporation in Daytona Beach, Florida has provided the District with a scope and fee quote to conduct a preliminary analysis of available sites and to provide recommendations to access or acquire these sites for future use.

Commissioner Isiminger stated that the proposal discusses the use of boat ramps for contractor staging areas and he questioned if other potential sites are being considered.

Ms. Beth Lemke, with Planning Solutions Corp., stated that they would be looking at other potential sites, but that boat ramps are the primary focus.

Chair Blow stated that the Vilano Boat Ramp has a staging area with a dedicated dock for barges. He noted that the site is very busy.

Commissioner Isiminger suggested that Waterway Assistance Boat Ramp applications request that the design include a contractor staging and barge docking area included in the project.

Commissioner Sansom stated that areas that may be a candidate to this type of activity might include FDOT causeway areas with deep water.

Secretary McCabe inquired if the scope will be limited to commercial and industrial locations, not recreational locations. Ms. Lemke answered yes.

Secretary McCabe made a motion to approve a proposal and fee quote in the amount of \$21,000.00 from Planning Solutions Corp. to conduct a District-wide, preliminary inventory of Commercial and Industrial Waterway Access in the District's 12 member counties. The motion was seconded by Treasurer Netts. Chair Blow asked for discussion.

Treasurer Netts stated that it is important that this study not just concentrate on publically owned lands. Also, the study should be shared with local government so it can be included in their comprehensive planning and zoning, which may move them to start thinking about future waterfront public and commercial access.

Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 13. Presentation and Review of the Consultants Competitive Negotiation Act For Florida.

This Item has been postponed and will be placed on the January 15, 2016 agenda.

ITEM 14. Scope of Services and Fee Proposal for Engineering and Environmental Services for the Palm Beach Intracoastal Waterway Deepening Project South, Palm Beach County, Florida.

Mr. Crosley stated that with the successful initiation of the Palm Beach Intracoastal Waterway (IWW) Deepening Project North (located west of Peanut Island), focus has now turned to the need to increase channel depth to support marine operations in the south-central portion of the IWW in Palm Beach County.

Mr. Crosley stated that the existing IWW is authorized at -10' Mean Low Water (MLW) similar to the recently initiated north section. There are numerous marine businesses and public docks located within the south project area, as well as the annual Palm Beach International Boat Show. Economic analysis, accompanied by testimony from the marine users and the industry, supports the need for increased IWW channel depth south of the Port of Palm Beach to the City of West Palm Beach.

Commissioner Isiminger stated that he has two clients in this section of the waterway. He stated that this item falls under the one-percent requirement to file a Conflict of Interest Form 8B. Attorney Breton noted that this section of the waterway is adjacent to hundreds of private properties and two or three potential clients do not meet the one-percent threshold to file a Conflict of Interest Form 8B.

Mr. Adams referred to a preliminary drawing of the proposed project area and noted that the channel continues to run south to the Palm Beach Marina south of the Royal Palm Bridge. He stated that this will be a -15 foot project with a -2 foot over depth. There are

areas of deep-water in parts of the channel and this scope will be looking at those areas to determine if they can be incorporated into the project.

Mr. Adams stated that the scope of services and a fee quote is \$264,122.30 for the engineering and permitting of the Palm Beach IWW Deepening Project South. Of the proposed work, approximately \$137,073.00 represents the sub-contractor fees for hydrographic surveying and geotechnical investigations.

Treasurer Netts made a motion to approve a proposal and fee quote from Taylor Engineering for a time and material costs not to exceed \$264,122.30 for the Palm Beach Intracoastal Waterway Deepening Project South, Palm Beach County, Florida. The motion was seconded by Commissioner Sansom. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 15. Update on the Selection Committee Geographic Information Systems Presentation Review for Continuing Services, Initiating with Palm Beach County, Florida.

Mr. Crosley stated that at the November 14, 2015 meeting, the Board approved the Selection Committee's top three ranked firms responding to a Request for Proposals (RFP) to update the District's Geographic Information System (GIS).

Mr. Crosley stated that the Selection Committee met on December 9, 2015 and listened to three presentations. The committee discussed the three firms at length and recommends Taylor Engineering, Inc. for this project.

Commissioner Isiminger stated that all three firms made a great presentation and could do the work for the District. He noted that the Engenuity Group, Inc. is located in Palm Beach County and he was very impressed with their sub-contractor, FPC. He stated that it was a tough decision to choose only one firm. He noted that for the record, he would

encourage Taylor Engineering to consider using Engenuity Group, Inc/FPC, if it is determined that there is a local role where they could assist Taylor Engineering, especially in Palm Beach County.

Chair Blow stated that the District will move forward with Taylor Engineering for the District's GIS services.

ITEM 16. Personnel Salary Adjustments for FY 2015-2016.

Mr. Crosley stated that staff is requesting the Board authorize a maximum percentage for potential staff salary increases or bonuses for FY 2015-2016, including the Executive Director's performance. Typically, the Personnel Committee would meet to advise the full Board on recommendations for personnel items. With two members of the Committee absent, staff conferred with the Chair to place this item on the main Board agenda.

Mr. Crosley stated that last year the Board requested a Status Report on District projects. He passed out a seven-page summary of significant and ongoing District projects. He noted that many of these projects have been completed.

Secretary McCabe noted that last year the Board approved raises up to 5%. Mr. Crosley answered yes and stated that the raises averaged 3.5%.

Chair Blow stated that because the District rolled-back the millage rate, he thought about a bonus instead of a salary increase.

Treasurer Netts stated that because the economy is coming back, he fears that the District could lose high quality employees to the private sector, where salaries are higher. He supports an up to 5% salary increase and bonus combination, based on performance.

Commissioner Isiminger stated that he would support an up to 5% total raise and cost of living adjustment, at Mr. Crosley's discretion.

Commissioner Sansom stated that the District should not be looking at salary increases, perhaps we could discuss a one-time bonus.

Chair Blow stated that Mr. Crosley and the District staff have done an excellent job. He stated that the staff has stepped up and taken on a lot of additional work.

Secretary McCabe stated that she does not see the salary connection between the rolled-back rate and employee work load and effort.

Commissioner Sansom stated that he does not disagree, but it is important to recognize that the District does not operate in a vacuum. Other agencies are not giving much in the way of raises and more in the way of a bonus.

Commissioner Isiminger made a motion to approve personnel salary adjustments for FY 2015-2016 of up to a 2% salary increase and/or up to a 3% performance bonus, as determined by the Executive Director. The motion was seconded by Treasurer Netts. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed. Commissioner Sansom voted against the motion.

ITEM 17. Finance and Budget Committee Report.

Committee Chair Netts stated that the District's Finance and Budget Committee met before today's Board meeting. He noted that the committee reviewed and recommends approval of the October 2015 financial information.

Committee Chair Netts made a motion to approve the recommendations of the District's Finance and Budget Committee. The motion was seconded by Commissioner

Sansom. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 18. Washington Report.

Mr. Crosley stated that the House approved a Bipartisan Budget to fund the federal government through FY 2017. This is significant because the House wanted to avoid a government shutdown during an election year.

Mr. Crosley stated that the budget includes mini-pot funding for the IWW. The USACE will administer the funding for shallow-draft, low-use commercial navigation.

Mr. Crosley stated that Mr. Davenport will continue monitoring the status of the omnibus. He is also working with the District's congressional delegation to send a letter to the USACE seeking funding for the IWW, AIWW, and OWW in the FY 2016 Work Plan, which would have to be finalized approximately 60 days from enactment of the omnibus.

Mr. Crosley stated that the District Washington D. C. trip will be scheduled from February 29, 2016 through March 3, 2016. He stated that Jim Marino and Commissioner's Isiminger, O'Steen and Cuzzo indicated that they would like to go on the trip.

ITEM 19A. Proposal to Update District Office Hardware and Software in Preparation for an Electronic Filing System, Palm Beach County, Florida.

Mr. Crosley stated that at previous Board meetings, staff has been discussing required updates to the District office. These updates include an overdue remodel of the office and the adoption of an electronic filing system (EFS). Currently, the District office has 28 filing cabinets located at the office. Implementation of an EFS could reduce this number to four or five cabinets. In addition, there are 83 boxes of files waiting to be

scanned under the old scanning system (i.e. boxes of files are scanned as time allows and placed on DVD in a fire-resistant safe). Adoption of the EFS would eliminate all of these boxes.

Mr. Crosley stated that in order to implement an EFS system, it will be necessary to update the District's hardware, server and software, as well as purchase some additional equipment (i.e. scanner, etc.). Novos Networks works with other local government and he has visited those agencies to look at their systems. Staff has engaged the services of Novos Networks to assist with this update. In addition, staff of Novos Networks will assist the District with the transition to an EFS, and the firm has already provided valuable information and direction on this project.

Mr. Crosley noted the items marked (LF) in the cost estimate is a pre-cursor to the Laserfiche (LF) Document Management hardware that the District will need to update the District's electronic filing system. He stated that staff will present the cost estimate to update to LF at a later date.

Treasure Netts asked who will be completing the document scanning. He stated that type of work is not appropriate for the District staff to complete. Mr. Crosley stated the first item will be to re-name files so that they are uniform. Once that is setup, he will work to obtain file scanning proposals.

Secretary McCabe asked if this cost proposal includes the cost of actual document scanning. Mr. Crosley stated that it does not.

Commissioner Sansom stated that he would hope that this project does not involve hiring a summer intern to scan the document with staff monitoring the work. He would prefer that the company that will complete the scanning work with the company that is

installing the software as a team. Mr. Crosley stated that what he is hearing is that the Board would like Novos Networks to also talk to LF about a company that will scan the District documents correctly.

Treasurer Netts asked if LF has the capability to complete the scanning or they know a company that can do the scanning.

Treasurer Netts noted that once this data is all electronic, the District must have in-house back up on a regular basis. Mr. Crosley stated that Novos Networks has recommended in-house backup and Cloud backup.

Treasurer Netts requested that the District write a backup policy that includes a backup schedule.

Treasurer Netts made a motion to approve the scope of work and fee quote from Novos Networks in the amount of \$31,228.02 to provide electronic infrastructure updates and expert services to implement the transition to an electronic filing system at the District office, Palm Beach County, Florida. The motion was seconded by Commissioner Sansom. Chair Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 19. Additional Staff Comments and Additional Agenda Items.

Chair Blow asked if there were any additional staff comments or agenda items.

Mr. Crosley stated that the District is moving away from paper checks towards an (ACH) electronic signature system. He stated that staff will scan the check with backup, and e-mail the scanned check to the Officer for electronic signature. This system will reduce Fed-Xing checks back and forth and payment delays.

Ms. Zimmerman stated that the IWW Waterway Tour will travel south from Stuart to Miami and is scheduled for May 2 through May 4, 2016.

ITEM 20. Additional Commissioners Comments.

Chair Blow asked if there were any additional commissioner comments.

Commissioner Sansom noted that the publishers of the "Waterway Guide" are celebrating their company as sponsors, and partners visit with boat and marine related businesses along the IWW in Florida. Currently 20 boaters are participating in their "Sail to the Sun Rally".

Commissioner Isiminger thanked Secretary McCabe for last evening's Community Outreach event.

Secretary McCabe thanked the staff at the Marine Science Center and stated that it was a great event. She noted that the center may be constructing some artificial reefs for educational purposes and she talked with them about the District's grant program. Mr. Crosley noted that the District helped with the construction of the center.

Chair Blow stated that the Marine Science Center and Ponce Inlet Lighthouse are impressive.

ITEM 21. Adjournment.

Chair Blow stated that hearing no further business the meeting was adjourned at 11:35 p.m.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
January 15, 2016**



WORK ACTIVITIES IN FY 16:

1. DMMA O-7 (Martin County)
2. IWW: Broward Reach 1 (Broward County)
3. IWW: St. Augustine and Matanzas (St. Johns County)
4. DMMA O-23 (Martin County)
5. Crossroads (Martin County)



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
January 15, 2016**



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns
IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)
DMMA = Dredge Material Management Area

1. WORK ACTIVITY: DMMA O-7

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Finalization of plans and specifications, environmental coordination, procurement and administration of the construction contract for DMMA O-7.

SCHEDULE O-7:

- Contract Advertisement Initiated: 1 April 2016
- Bid Opening: 29 April 2016
- Contract Award: 27 May 2016

FIND WORK ORDER: Funding for completion of P&S will be funded with 100% federal funding.
NAME OF CONTRACTOR: TBD

STATUS: P&S for DMMA O-7 are underway and expected to be completed with all reviews by the 3rd week of March 2016. Advertisement is currently scheduled for 1 April 2016. A work order will be presented to the FIND Board in February 2016 for construction funding.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
January 15, 2016**



2. WORK ACTIVITY: IWW Broward Reach 1 (Broward County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: A hydro survey was performed by Morgan and Ecklund and provided to the Corps on 26 June 2014. There is approximately 50k cy of material located within the federal channel down to 10' and 80k cy down to 10'+2'. Given the small quantity, the most cost effective way to pursue the dredging would be utilization of a Corps of Engineers dredge, either the Currituck or Murden, and dispose of in the nearshore.

SCHEDULE Broward Reach 1:

- Complete Environmental Assessment 14 Nov 2016
- Obtain Water Quality Certification 14 Nov 2016
- Obtain updated Survey 1 Dec 2016
- Provide Dredge Orders to SAW 1 Feb 2017

FIND WORK ORDER: P&S will be funded 100% with Federal funding in 2016. Dredging will likely be funded with FIND Contributed Funds in 2017.

NAME OF CONTRACTOR: TBD, but anticipate dredging will be performed with a Wilmington District dredge.

STATUS: The team is moving forward with the appropriate NEPA documentation as well as obtaining an FDEP permit for the dredging action and placement in the designated nearshore. The team will utilize seagrass mapping that Regulatory has performed to assist in our coordination activities with NMFS. Mapping does not show seagrasses in the channel within this reach nor hard bottoms. There does appear to be sparse seagrass within the anchor zones that we will address. The placement area is the area immediately offshore of the approved Broward Segment 2 shore protection project which means that there is some existing information readily available, such as cultural surveys. A work order will be presented to the FIND Board in December 2016 for dredging funding.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
January 15, 2016**



3. WORK ACTIVITY: IWW St. Augustine / Matanzas

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of Plans and Specifications for St. Augustine and Matanzas reach of the IWW. Plan is to combine these two reaches to save in mobilization cost since both require the same equipment and have the same placement method.

SCHEDULE: (Tentative)

- | | |
|--|---------------|
| • Obtain Survey | 6 Nov 2015A |
| • Initiate P&S | 16 Nov 2015A |
| • Verify NEPA/FDEP permit | 16 Nov 2015A |
| • Complete Draft P&S including reviews | 24 Feb 2016 |
| • Advertise Contract | 25 Feb 2016 |
| • Contract Award: | 27 April 2016 |

FIND WORK ORDER: P&S will be funded 100% with Federal funding in 2016.

NAME OF CONTRACTOR: TBD

STATUS: Plans and specifications were kicked off on 16 Nov 2015. The hydro survey obtained by FIND is being used as the basis for the plans and specifications. A Use Agreement in the works for placement of material within Anastasia State Park. A meeting is scheduled for 11 January 2016 with the park to go over specifics. In addition, coordination is also underway with St. Johns County on required easements for placement at Summerhaven. The County will present at the Board of County Commissioners meeting on 19 January 2016 a proposal for a permanent easement for this sand placement. It should be noted that in the event workplan funding becomes available for this effort we may want to shift out our advertisement date in order to utilize the funds. We can remain flexible as we await word on workplan funding. A work order for dredging is being presented at the January 2016 FIND Board Meeting in an effort to keep things moving forward. However, funding will not be requested until it is determined if workplan funding will become available.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
January 15, 2016**



4. WORK ACTIVITY: DMMA O-23 (Martin County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of Plans and Specifications for the construction of DMMA O-23 which is located in Martin County, Florida.

SCHEDULE: (Tentative)

- | | |
|---------------------------------|---------------|
| • NEPA Kick off | 16 Nov 2015A |
| • Initiate P&S | 15 March 2016 |
| • Complete NEPA | 27 Oct 2016 |
| • Complete P&S with all reviews | 2 Feb 2017 |
| • Advertise Contract | 8 Feb 2017 |
| • Contract Award: | 6 April 2017 |

FIND WORK ORDER: P&S will be funded 100% with Federal funding in 2016. Construction of DMMA O-23 will be with FIND Contributed Funds.

NAME OF CONTRACTOR: TBD

STATUS: NEPA activities for DMMA O-23 kicked off on 16 Nov 2015 and P&S will kick off on 15 March 2016. NEPA will be extensive. A FDEP exemption will be obtained since this is upland construction. Design concepts will be the same as DMMA O-7, with the use of the same weir system. There is a federally listed plant, reindeer lichen, which grows in scrub areas which is present on the site. Probably 10-20 SF of the species is estimated to be present which will have to be relocated out of the construction area. Anticipate advertisement in February 2017. A work order requesting funding will be presented to the FIND Board in December 2016.



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**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
January 15, 2016**



5. WORK ACTIVITY: IWW Crossroads

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Staff has identified a small problematic shoal within IWW Crossroads and has asked that the Corps investigate the most efficient way to remove it.

FIND WORK ORDER: Depending on the order of magnitude for dredging, a FIND work order may be required. Amount to be determined.

NAME OF CONTRACTOR: TBD

STATUS: There is approximately 10k cubic yards of material in a problematic shoal within the Crossroads reach of the IWW. The plan is to utilize a Corps dredge. On 16 Nov 2015 the effort was kicked off. An EA (and anticipated FONSI) is being developed to evaluate removal of this small quantity of material from the IWW and place within the settling basin (environmental documentation has never been done that evaluates this action). PM contacted Martin County and they are on board with utilizing the settling basin for this small amount of material. They are coordinating with their A/E to have the FDEP permit modified to include IWW material being placed within the basin.



ST. JOHNS COUNTY PROJECT STATUS UPDATE

January 2016

Dredged Material Management Plan

Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in St. Johns County was completed in 1989. Phase II of the DMMP was completed in 1992 and all major land acquisition was completed in 1995. *(Please see the attached maps).*

The 50-year dredging projection for this area is approximately 4.3 million cu/yds, and the storage projection is 9.3 million cu/yds. Note that maintenance dredging in Dredging Reach V in the vicinity of the Matanzas Inlet is 67% of the county's projected dredging volume. With a frequency of about every 2.7 years, this reach is the highest frequency shoaling reach of the District's waterway. Reach V is scheduled to be dredged in 2016. Reach I and II in the Palm Valley area constitute approximately 25% of the dredging volume, while Reaches III and IV have never been dredged and are naturally deep areas of the waterway with minimal shoaling.

Dredged Material Management Area Development

To date, two of the four upland Dredged Material Management Areas in the county have been fully constructed (DMMA SJ-14 & SJ-1). The other two, DMMA SJ-20A and DMMA SJ-29, have had Phase I development (cleared & fenced) completed. Phase II development (plans, specifications) were initiated on DMMA SJ-20A and salinity concerns and low dredging volumes have predicated a revised strategy for this site. Investigations as to the potential relocation of this site have been initiated. Should those prove unsuccessful, the site can remain for dry material handling, storage and staging. There is one frequently utilized beach disposal area, SJ-MB that is located south of Matanzas Inlet.

Material was removed by St. Johns County from DMMA SJ-1 in 2011 to repair the sand dunes at Summer Haven Beach. At that time, the District removed material that had been wind-swept out of the site by Tropical Storm Fay. This work was coordinated with the county's contractor and 80% of the District's cost was paid by FEMA. The county has recently removed additional material in from the site in 2014 and 2015 and has expressed an interest in continuing access to this material.

Waterway Dredging

In 2011, approximately 180,000 cu/yds of material was maintenance dredged from Dredging Reach V near Matanzas Inlet, with placement on the southern portion of Summerhaven Beach. Plans & specifications for dredging this reach were initiated in 2015, with construction expected in 2016. Dredging Reach III in the vicinity of St. Augustine Inlet was dredged in 2011, with the material being placed on the beach at Anastasia State Park. This area will again be dredged in 2016.

The dredging of the northern portion of Reach I, Palm Valley, was completed in early 2010, with 232,000 cu/yds of material being placed in DMMA DU-9. This project completed the maintenance of the 15 miles of channel in the Palm Valley Cut.

FIND



ST. JOHNS COUNTY PROJECT STATUS UPDATE

January 2016

Waterways Economic Study

The St. Johns County Waterways Economic Study was completed in 2005 and identified 155 waterway-related businesses in the county employing 2,157 people, with salaries of \$73 million and a direct economic output of \$139 million, and a total economic impact of \$213 million. Property values were determined to be increased by \$488 to \$726 million by the presence of the ICW channel. The study also determined that over 50% of this economic impact would be lost if dredging of the waterways ceased. *(Please see attached map for waterway related business locations).*

Waterways Assistance Program

Since 1986, the District has provided over \$6 million in Waterways Assistance Program funding to 62 projects in the county having a total constructed value of \$18.8 million. The county, the City of St. Augustine and the St. Augustine Port, Waterway and Beach District have all participated in the program. *(Please see attached location map and listing). (Please see attached location map and listing).*

Some funded projects of note include: the St. Augustine Municipal Marina; the St. Augustine Lighthouse; public boat ramps at Riverdale, Frank Butler, Shore Drive and Vilano Beach; and public channel dredging in Salt Run, Frank Butler and St. Augustine South boat ramps.

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance for the following projects with elements in St. Johns County: the Guana Tolomato Matanzas National Estuarine Research Reserve Environmental Education Center; Florida Clean Marina Program; Florida Clean Vessel Act Program; Anastasia State Park Environmental Education Signage; Florida Marine Patrol Officer Funding; and the St. Johns River Boating Safety Search and Rescue Program. The District's funding assistance for the St. Johns County portion of these projects was approximately \$790,000.00.

Interlocal Agreement Program

The District's Interlocal Agreement Program has provided funding assistance for the following projects with elements in St. Johns County: the Florida Clean Marina Program and the Florida Clean Vessel Act Program. The District's funding assistance for the St. Johns County portion of these projects was approximately \$25,000.00.

FIND



ST. JOHNS COUNTY PROJECT STATUS UPDATE

January 2016

Public Information Program

The District currently prints and distributes the following brochures with specific information about St. Johns County Waterways: the Economic Impact of St. Johns County Waterways; ICW Channel Conditions; and the ICW Moveable Bridge Guide.

Waterway Clean Up Program

For several years, the District partnered with St. Johns County Solid Waste Department on waterway clean-ups. In 2012, the Lighthouse Archaeological Maritime Program (LAMP), Inc., a group associated with the St. Augustine Lighthouse & Museum, participated in this program. FIND is currently not participating in an active cleanup within St. Johns County.

Small-Scale Derelict Vessel Removal Program

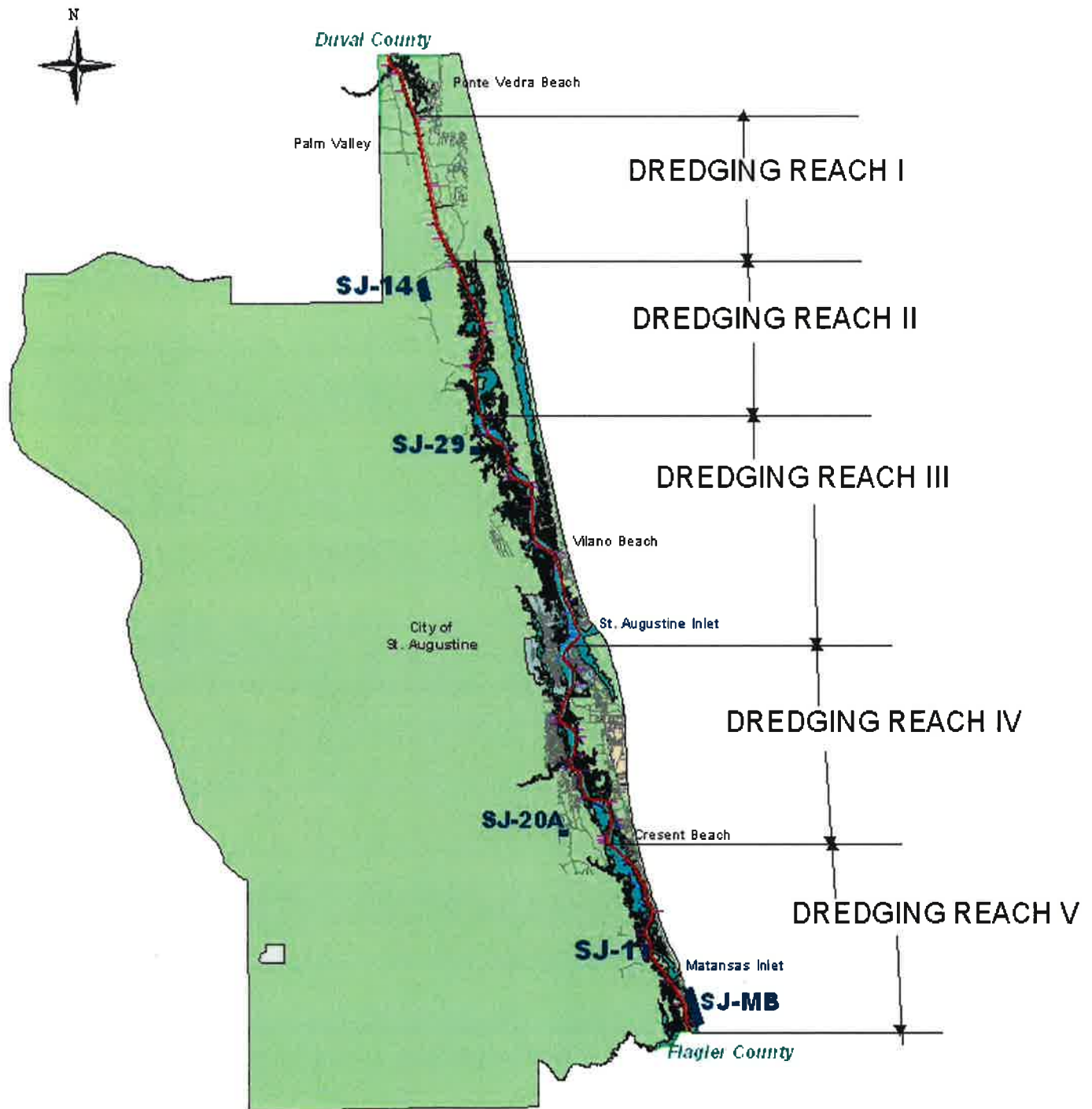
Two derelict vessels have been removed in St. Johns County through this program.

Small-Scale Spoil Island Enhancement and Restoration Program





To date, no spoil island projects have been funded in St. Johns County.

FIND

INTRACOASTAL WATERWAY
DREDGING REACHES AND
DREDGED MATERIAL MANAGEMENT AREAS
IN ST. JOHNS COUNTY



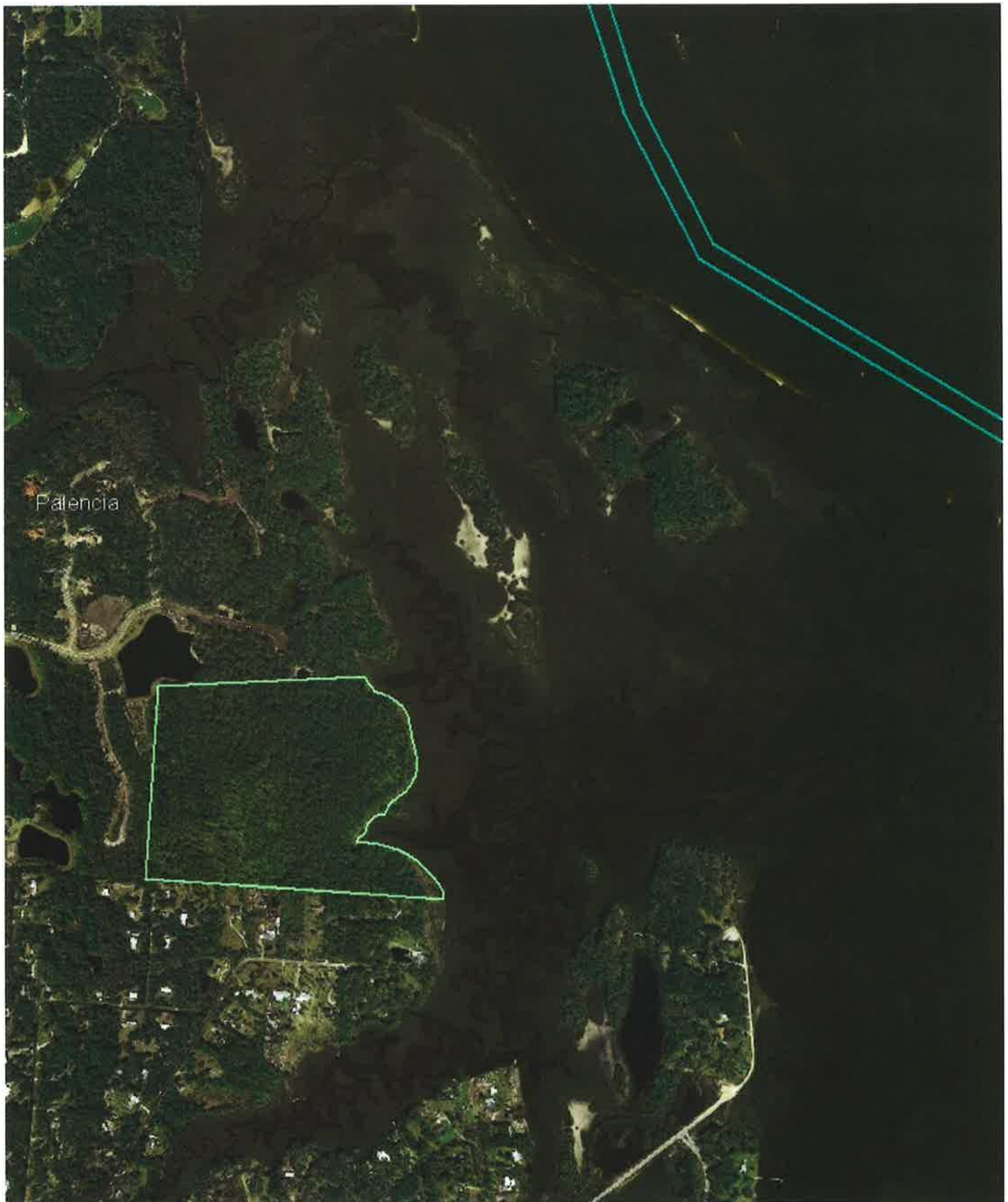


-  FIND Easement
-  FIND Owned
-  ICW Right-of-Way
-  Channel

Dredged Material Management Area
SJ-14







-  FIND Easement
-  FIND Owned
-  ICW Right-of-Way
-  Channel

Dredged Material Management Area
SJ-29

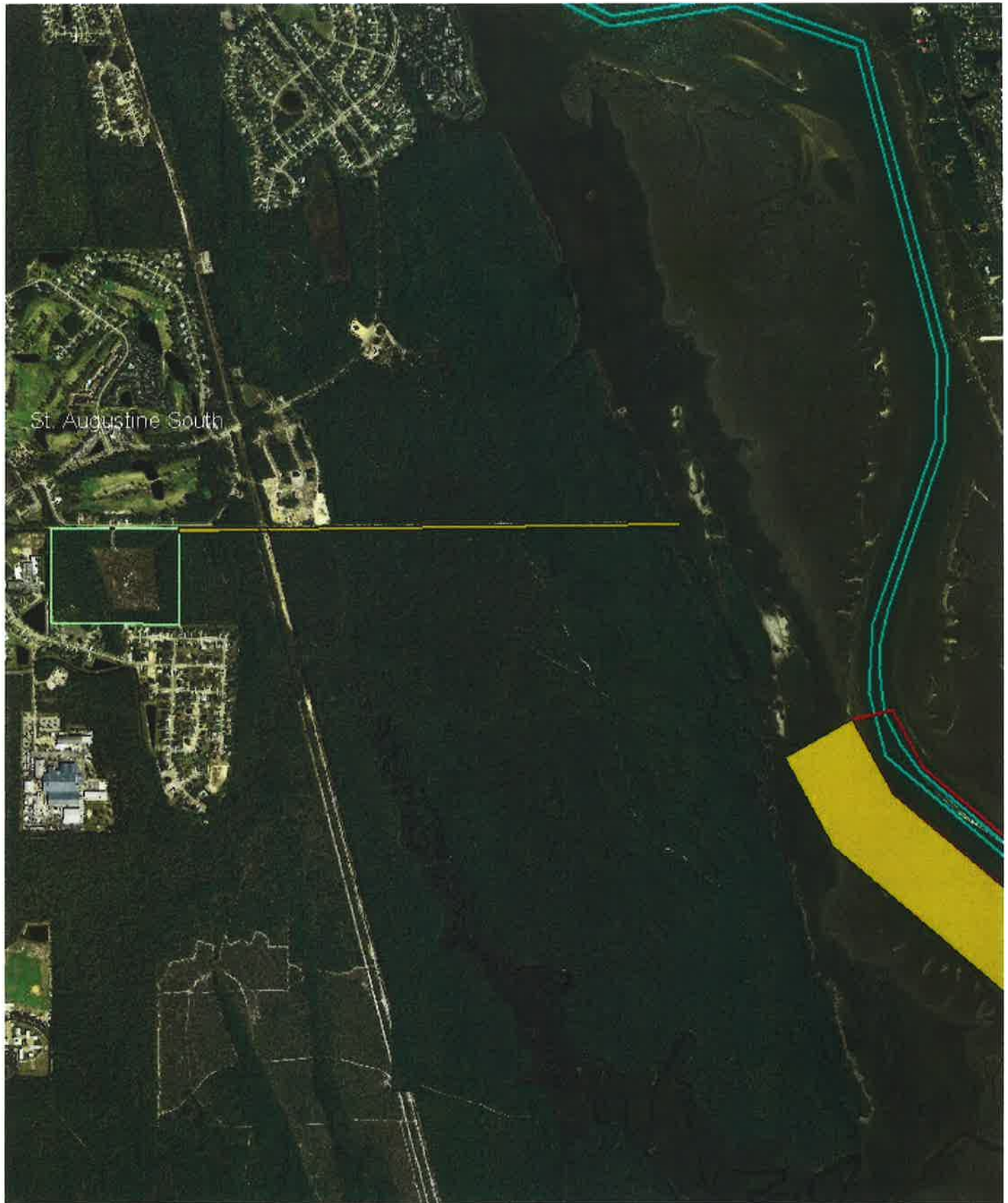



SJ-29

Deerfield-Rd

Lynette Ln





-  FIND Easement
-  FIND Owned
-  ICW Right-of-Way
-  Channel

Dredged Material Management Area
SJ-20A





SJ-20A

Bilbao Dr

Hondo Dr

Fonseca Dr

Cacique Dr

Riviera Blvd

Rail



— FIND Easement

— ICW Right-of-Way
Channel

Dredged Material Management Area SJ-1





ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



Purpose

To update economic benefits in St. Johns County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in St. Johns County*, September 2005, and to provide the general public and Federal, State, and local officials with a clear understanding of the importance of maintaining the waterways.

Scenarios Evaluated

1. Current Existing Conditions
2. Cessation of Waterways Maintenance
3. Increase in Waterways Maintenance



ECONOMIC IMPACTS

Current Existing Impacts

- \$180.9 million in business volume
- \$41.3 million in personal income
- 1,090 jobs
- \$7.7 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$124.9 million in business volume
- Decrease of \$27.6 million in personal income
- Decrease of 726 jobs
- Decrease of \$4.6 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$15.8 million in business volume
- Increase of \$4.4 million in personal income
- Increase of 123 jobs
- Increase of \$0.8 million in tax revenue

Due to anomalies in Florida Department of Revenue reported gross sales data, the impact of the 2007-2009 U.S. Economic Recession on the St. Johns County economy could not be estimated.

Economic Benefits as of April 2011

ST. JOHNS COUNTY



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

49

ST. JOHNS COUNTY

The Intracoastal Waterway

The Atlantic Intracoastal Waterway (AICW) is a 1,391-mile channel between Trenton, New Jersey, and Miami, Florida. The Waterway along Florida's eastern seaboard is 406 miles long and follows coastal rivers and lagoons past numerous tourism-oriented communities. The channel is authorized to a depth of 12 feet from Nassau County to Fort Pierce, and a 10 foot depth south through Miami-Dade County. Boating activities on the waterways contribute to the existence of numerous marine-related businesses such as marinas and boatyards and have stimulated development of residential properties on the Waterways.

The Navigation District

The Florida Inland Navigation District, created in 1927, is the local sponsor for the AICW in Florida. In cooperation with the Jacksonville District of the U.S. Army Corps of Engineers, the Navigation District is responsible for maintenance of the AICW in Florida. To maintain navigation, the waterways need to be periodically dredged due to shoaling from currents, upland soil erosion, and the movement of offshore sands through the ocean inlets. Maintenance dredging is projected to cost approximately \$12 to \$16 million annually during the next 50 years, of which 50 percent of the costs are expected to be borne by property owners within the Navigation District's jurisdiction.

The Navigation District also partners with other governments to provide waterway access and improvement facilities for our mutual constituents. These projects include public boat ramps, marinas, side channels, parks, fishing piers, boardwalks, navigation aids, derelict vessel removal, shoreline stabilization, and waterway cleanups.

Source of Data Used in This Analysis

The economic benefits of the Waterways were estimated in September 2005 in *An Economic Analysis of the District's Waterways in St. Johns County*.

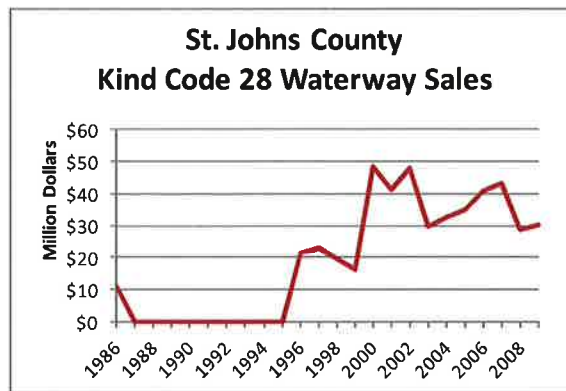
Updating of Previously Estimated Benefits

The benefits presented in this analysis were estimated by updating the direct marine-business

impacts in the original analysis to current values using the change in gross sales reported by boat dealers to the Florida Department of Revenue (FDOR). The updated direct impacts were used in conjunction with an IMPLAN input/output model to estimate total economic benefits.

Estimating the Impact of the Recession

The methodology for estimating the impact of the recession was based on the trend in gross sales of boat dealers established over the 20-year period prior to the onset of the recession. This trend was used to estimate the theoretical gross sales if sales had continued to increase at the rates previously experienced. However, anomalies in the FDOR reported gross sales data for St. Johns County prevented the development of an estimate of the recession. As illustrate in the graph below, FDOR reported gross sales data for boat dealers were not available for 1987-1995 and the reported sales for 1996-2009 fluctuated widely between \$16.3 million to \$48.5 million. As a result, the impact of the recession on the St. Johns County economy could not be estimated.

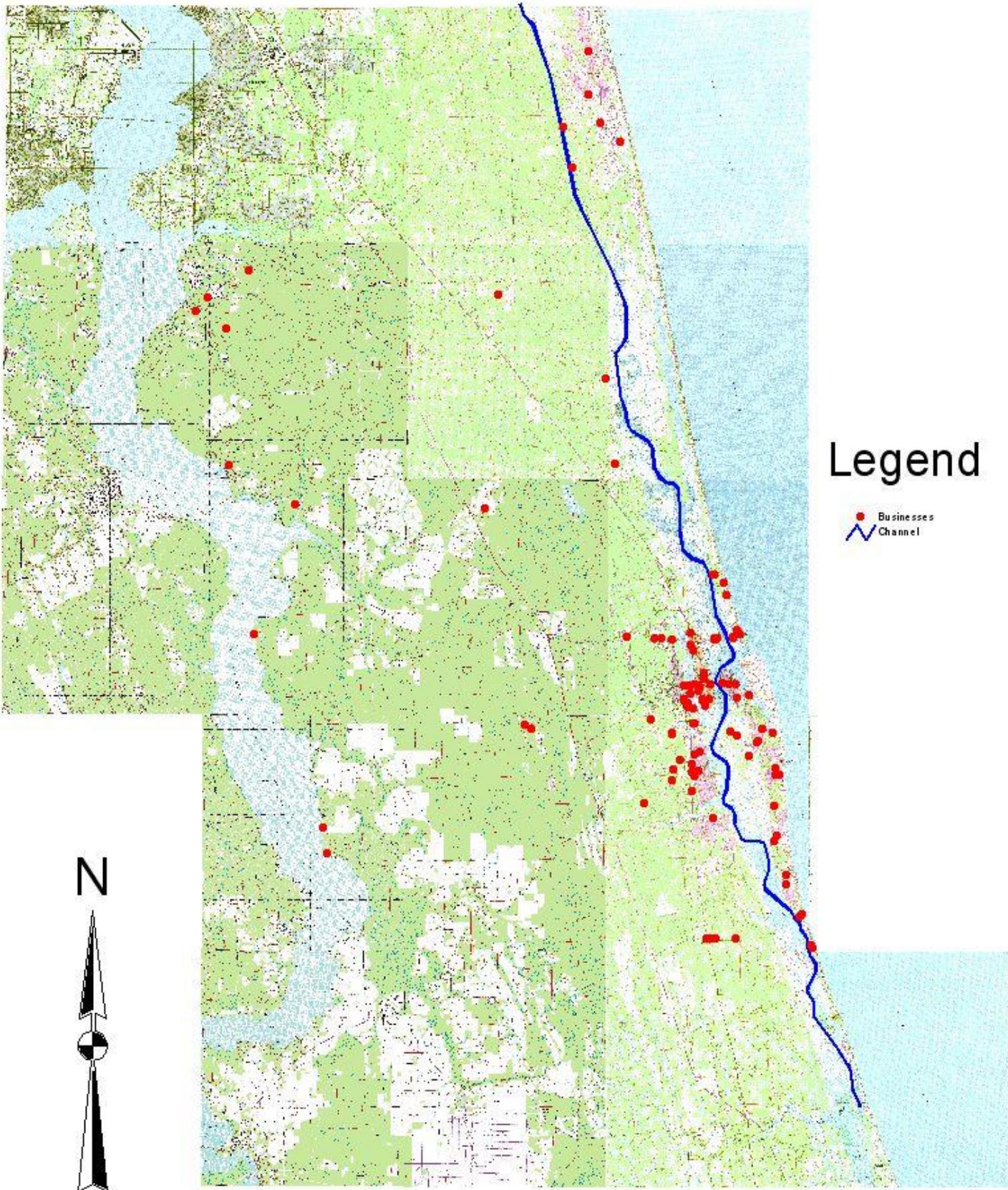


Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$11.8 million
- Cessation of maintenance: \$9.7 million
- Increased maintenance: \$11.8 million

Vessel Draft Restrictions Assumed for Each Scenario

- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 12 feet MLW



Location Map

Waterway Related Businesses in St. Johns County

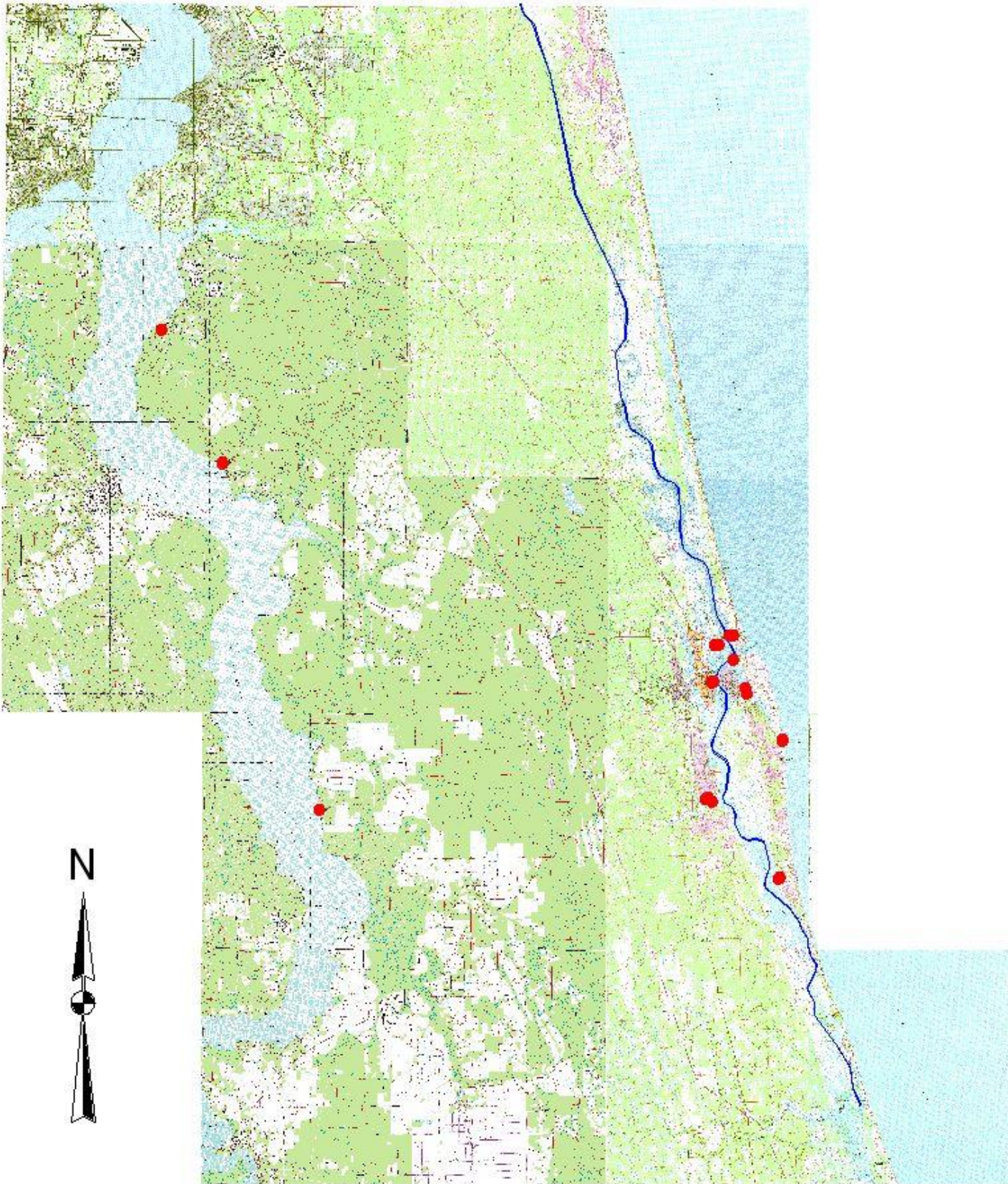
**WATERWAYS ASSISTANCE PROGRAM PROJECTS
ST. JOHNS COUNTY
1986-2015**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
I.C.W. Nature Greenway/ Boardwalk Replacement	SJ-01-17	St. Johns County	\$57,105	\$207,837
Vilano I.C.W. Fishing Pier Improvements	SJ-01-18	St. Johns County	\$107,900	\$225,809
Riverdale Boat Ramp Improvements	SJ-02-20	St. Johns County	\$175,000	\$350,000
Rattlesnake Island - Phase I (Expired)	SJ-03-22	St. Johns County	\$50,000	\$100,000
St. Johns River Park - Phase I	SJ-03-23	St. Johns County	\$32,500	\$65,000
Vaill Point Park - Phase I	SJ-03-24	St. Johns County	\$30,000	\$60,000
Moultrie Creek Bluff Stabilization & Beach Access	SJ-04-26	St. Johns County	\$100,000	\$600,000
Frank Butler Park West - Phase I	SJ-05-28	St. Johns County	\$35,000	\$70,000
Shore Drive Boat Ramp - Phase I	SJ-05-29	St. Johns County	\$30,000	\$60,000
Alpine Groves Fishing Pier - Phase I	SJ-07-31	St. Johns County	\$25,000	\$50,000
Frank Butler Park West Construction - Phase I I	SJ-07-32	St. Johns County	\$239,750	\$520,500
Shore Drive Boat Ramp Improvements	SJ-07-33	St. Johns County	\$105,000	\$210,000
Alpine Groves Fishing Pier - Phase I I Construction	SJ-08-34	St. Johns County	\$150,000	\$300,000
Fort Mose Boardwalk Canoe/ Kayak Platform - Phase I	SJ-08-35	St. Johns County	\$40,000	\$80,000
Green Road Boat Ramp	SJ-08-36	St. Johns County	\$60,000	\$120,000
Usina Boat Ramp Improvements	SJ-08-37	St. Johns County	\$80,000	\$160,000
Usina Boat Ramp Fishing Pier Replacement	SJ-09-39	St. Johns County	\$80,000	\$160,000
Vilano Beach Fishing Pier Floating Dock - Phase I	SJ-09-40	St. Johns County	\$25,000	\$50,000
Fort Mose Boardwalk & Canoe/ Kayak Platform - Phase I I	SJ-10-43	St. Johns County	\$54,800	\$109,600
River House Fishing Pier	SJ-10-44	St. Johns County	\$75,000	\$150,000
Vilano Beach Fishing Pier Floating Dock Addition-ph I I	SJ-11-47	St. Johns County	\$160,000	\$320,000
Vilano Beach Boat Ramp Dredging	SJ-12-51	St. Johns County	\$40,000	\$80,000
Vilano Beach Fishing Pier Remediation	SJ-14-58	St. Johns County	\$300,000	\$721,954
Old Shands Bridge Redevelopment	SJ-87-1	St. Johns County	\$20,000	\$49,000
Old Shands Bridge Parking Lot	SJ-87-2	St. Johns County	\$23,175	\$46,350
Vilano Boat Basin	SJ-87-3	St. Johns County	\$8,000	\$16,000
Vilano Boat Basin Study	SJ-88-4	St. Johns County	\$11,128	\$38,256
Channel Dredging (Butler Park & St. Augustine South)	SJ-89-5	St. Johns County BCC	\$60,000	\$153,000
Vilano Boat Basin Dredging	SJ-89-6	St. Johns County	\$10,000	\$24,300
Vilano Boat Basin/Ramp Repairs	SJ-92-9	St. Johns County	\$37,500	\$75,000
Butler Park Channel Dredging, Parking & Road Imp.	SJ-97-12	St. Johns County	\$51,753	\$103,505
South Avenida Menendez Seawall - Phase I (Expired)	SJ-SA-02-19	City Of St. Augustine	\$62,500	\$125,000
San Sebastian River Walk - Phase I (Cancelled)	SJ-SA-03-21	City Of St. Augustine	\$12,500	\$25,000
St. Augustine Municipal Marina - Phase I (Expired)	SJ-SA-04-25	City Of St. Augustine	\$12,500	\$25,000
S. Avenida Menendez Seawall - Phase I I (Withdrawn)	SJ-SA-05-27	City Of St. Augustine	\$240,000	\$2,100,000
Lighthouse Park Boat Ramp - Floating Dock Improvement	SJ-SA-07-30	City Of St. Augustine	\$71,550	\$143,100

**WATERWAYS ASSISTANCE PROGRAM PROJECTS
ST. JOHNS COUNTY
1986-2015**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Initial Dredging Of The Salt Run Channel	SJ-SA-09-38	City Of St. Augustine	\$434,705	\$600,000
Salt Run Navigation Channel Dredging	SJ-SA-10-41	City Of St. Augustine	\$320,059	\$426,745
Barge Terminal Channel Restoration Dredging - Phase I	SJ-SA-10-42	St. Aug/SJC Airport Auth	\$40,000	\$80,000
Dredging Of Municipal Marina Basin	SJ-SA-11-45	City Of St. Augustine	\$200,000	\$400,000
Barge Terminal Navigation Channel Restoration - Ph I I	SJ-SA-11-46	St. Aug/SJC Airport Auth	\$98,430	\$200,000
Dredging Of Salt Run	SJ-SA-12-48	City of St. Augustine	\$210,000	\$280,000
Dredging Of San Sebastian River Channel	SJ-SA-12-49	City of St. Augustine	\$100,000	\$200,000
Dredging of Salt Run Channel Phase 4	SJ-SA-13-52	City of St. Augustine	\$210,000	\$280,000
Dredging of San Sebastian River Channel Ph 4	SJ-SA-13-53	City of St. Augustine	\$130,917	\$261,834
Salt Run Navigation Channel Dredging Ph V	SJ-SA-14-56	City of St. Augustine	\$170,066	\$226,800
Lighthouse Park Boat Ramp Repair	SJ-SA-14-57	City of St. Augustine	\$25,000	\$50,000
Salt Run Channel Dredging Part 6	SJ-SA-15-60	City of St. Augustine	\$150,000	\$200,000
Riberia Pointe Kayak Launch Ph I	SJ-SA-15-61	City of St. Augustine	\$10,000	\$20,000
San Sebastian River Channel Dredging Part 3	SJ-SA-15-62	City of St. Augustine	\$150,000	\$300,000
Municipal Marina Project	SJ-SA-90-7	City of St. Augustine	\$95,000	\$2,514,283
Municipal Marina Project - Phase I I	SJ-SA-91-8	City of St. Augustine	\$110,000	\$2,497,300
Repair Of The St. Augustine Lighthouse	SJ-SA-93-10	City of St. Augustine	\$174,300	\$415,000
Public Event/ Activities Pier	SJ-SA-95-11	City of St. Augustine	\$20,000	\$45,000
St. Augustine Lighthouse Refurbishment & Protection	SJ-SA-99-15	City of St. Augustine	\$47,150	\$94,300
St. Augustine Municipal Marina - Disaster Repairs	SJ-SA-99-16	City of St. Augustine	\$75,000	\$450,000
Barge Terminal Nav. Channel Restoration Dredging - Ph B	SJ-SAP-12-50	St. Aug/SJC Airport Authority	\$91,870	\$183,740
Barge Navigation Channel Maintenance Dredging Ph IV	SJ-SAP-13-54	St. Aug/SJC Airport Authority	\$100,000	\$200,000
Barge Navigation Channel Ramp Repair Ph I (design)	SJ-SAP-13-55	St. Aug/SJC Airport Authority	\$25,000	\$50,000
Barge/Sea Plane Ramp Ph II	SJ-SAP-15-59	St. Aug/SJC Airport Authority	\$185,000	\$370,000
Salt Run Shoal Removal & Beach Nourishment	SJ-SAP-98-13	Aug. Port, Wtwy. & Beach C	\$180,000	\$622,250
Salt Run Shoal Removal & Beach Nourishment	SJ-SAP-99-14	Aug. Port, Wtwy. & Beach C	\$50,000	\$145,200
Totals			\$6,075,158	\$18,806,663

ST. JOHNS COUNTY AREA
WATERWAYS ASSISTANCE PROGRAM PROJECTS



LOCATION MAP

Q) What is the Consultant's Competitive Negotiation Act (CCNA)?

A) Adopted by the Florida Legislature in 1973, Florida Statute 287.055 (CCNA) requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select a consulting firm* based on qualifications rather than on a "lowest bid" basis.

Q) Why is selecting a firm based on CCNA better than "lowest bid" selection?

- A) Qualification-based selection elevates this competitive process to its proper plane—qualifications, competence, track record, and availability. Successful projects warrant the time and expense of:
- Hiring qualified staff paid at competitive wages
 - Giving technical matters the scrutiny that they deserve
 - Estimating crucial data that the firm should collect, refine, and crosscheck to ensure accuracy
 - Applying situation specific answers to technical questions
 - Thoroughly evaluating applicability of "standards"
 - Considering the long term cost-benefits to the owner/operator of various options and emerging technologies

Bidding professional consulting services causes disadvantages to the owner as the firm attempts to make a profit despite their "lowest bid" fee. The resulting work product, which may include inadequate drawings and indefinite specifications, may result in:

- Increased construction costs and project durations
- Increased change orders and cost overruns during construction
- Increased operating costs after the engineer and contractor have completed their work
- Increased right-of-way requirements and costs for roadway projects.

The unscrupulous professional can find endless ways to cut their costs. Unjustified cost cutting may prove difficult to detect; is generally detrimental; undermines the quality of the finished product; may increase the total cost of the project; and essentially works against the client's best interests.

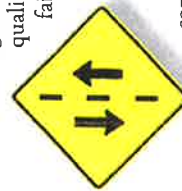


Q) How does a public agency choose a consultant-based on CCNA?

A) The method of procuring professional services applies to a planning or study activity where compensation exceeds \$35,000 and in projects where the basic cost of construction, as estimated by the agency, will exceed \$325,000.

A simple and effective four step process for choosing a consultant:

1. Public announcement of the contract. A public notice of requirements for professional services is advertised, including a description of the project and application process information.
2. Qualification and certification of firms. Consulting firms submit qualifications indicating their interest in the contract. The agency certifies qualified firms.
3. Selection of certified qualified firms. The agency rates and compares the qualifications of the certified firms. The agency then selects and ranks no less than three firms in order of preference, based on those qualifications.
4. Negotiation of professional service contracts. The agency negotiates a contract with the firm ranked as the most qualified, at a compensation which the agency deems fair, competitive, and reasonable. The firm and the agency hold detailed discussions to establish a clear project scope and the exact services the consultant will provide. Such negotiations usually succeed.



Should the two parties fail to agree upon the level of compensation, however, the agency ends negotiations with the first firm and begins negotiations with the second-ranked firm. If again unsuccessful, the agency repeats the process with the next highest-ranked firm.

Evaluation forms commonly used in this procurement process can be found and downloaded from the FICE website at: www.fleng.org/fice/CCNAevaluation.cfm.



Florida Institute of Consulting Engineers

AMERICAN COUNCIL OF ENGINEERING COMPANIES OF FLORIDA
PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE OF FLORIDA



Q) Does CCNA allow continuing contracts?

A) Yes. Florida Statute 287.055 specifically states that nothing in the act shall be construed to prohibit a continuing contract. Equally important to note is that firms providing professional services under continuing contracts shall not be required to bid against one another.

A "continuing contract" is defined by the statute as a contract for professional services entered into in accordance with all the procedures of this act whereby the firm provides professional services to the agency for which the estimated construction cost of each individual project under the contract does not exceed \$2 million, the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

Q) Does CCNA apply to design-build contracting?

A) Yes, but indirectly. The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative.



- * As used in this document, the word "firm" refers to those trained professionals who are permitted by Florida law to provide engineering, architectural, landscape architecture, and surveying and mapping services.

Additionally, the complete CCNA statute may be viewed at:
www.fleng.org/fice/ficecna.cfm

Government officials are often responsible for projects that require the services of consulting engineers,

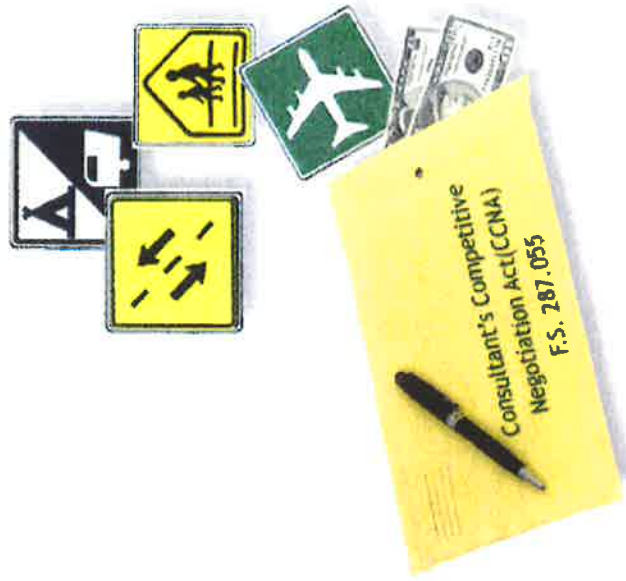
such as erecting a building, widening a highway, expanding a utilities system, planning a new housing or educational facility, improving a runway, or creating a city park. At the outset of such projects, selecting a qualified consulting firm becomes a crucial decision. The consulting firm's performance, frequently in conjunction with other professional firms, determines the entire course of the project—feasibility, planning, location, design, plans and specifications, construction costs, and the operating and maintenance costs over the project's lifetime.



Public entities hire consulting firms long before construction begins on a project. These trained professionals translate their clients' needs and concepts into detailed project plans. Despite the important contributions these consultants make to the success of a project, many clients harbor misconceptions about the best way to select such a firm and the laws that exist related to the selection process. The Florida Institute of Consulting Engineers (FICE) trusts this brochure will help clarify some of these misconceptions.



Consultant's Competitive Negotiation Act (CCNA)



Florida Institute of Consulting Engineers
AMERICAN COUNCIL OF ENGINEERING COMPANIES OF FLORIDA
PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE OF FLORIDA

PO Box 750
Tallahassee, FL 32302-0750
850-224-7121

Consultants Competitive Negotiation Act (CCNA) 287.055

Statutes - Title 19 - Ch. 287 - Sec. 287.055

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include: 1. A grouping of minor construction, rehabilitation, or renovation activities. 2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the

contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that: 1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for

consideration. 2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the

compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.--

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to

terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria

professional. 6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227.

Florida Attorney General Advisory Legal Opinion

Number: AGO 2013-28

Date: December 12, 2013

Subject: CCNA -- Design Services -- Construction

Mr. Usher L. Brown

Brown, Garganese, Weiss & D'Agresta, P.A.

Post Office Box 2873

Orlando, Florida 32802-2873

RE: CONSULTANTS' COMPETITIVE NEGOTIATION ACT - CCNA - CONTRACTS - DESIGN SERVICES - PROFESSIONAL SERVICES - CONSTRUCTION - whether contract for work of specified nature with cost estimate exceeding \$2 million is "continuing contract" for purposes of CCNA; whether "construction costs" include design services. s. 287.055 (2)(g), Fla. Stat.

Dear Mr. Brown:

On behalf of the School Board and the Superintendent of Schools of Osceola County, you have asked for my opinion on the following questions relating to the Consultants' Competitive Negotiation Act (the CCNA):

1. Is it compliant with CCNA for a government entity to award a contract for continuing services for professional services of a specified nature as outlined in the contract, with the contract being for a fixed term or with no time limitation, except that the contract must provide a termination clause, even if the estimated construction cost of an individual project exceeds \$2,000,000.00?

2. In determining the \$2,000,000.00 threshold under section 287.055(2)(g), Florida Statutes, should the School Board of Osceola County include only the estimated cost of construction exclusive of the professional fees for the design of the project?[1]

In sum:

1. The Legislature intended, by amending the CCNA in 1988, to include monetary limitations on "continuing contracts" and to extend those monetary limitations to "continuing contracts" for individual construction projects within the scope of the act. A contract "for

professional services of a specified nature as outlined in the contract" and exceeding \$2 million would, therefore, be outside the scope of the "continuing contract" exception of section 287.055(2)(g), Florida Statutes, and any such contract would be subject to the other competitive procedures of the CCNA.

2. Section 287.055(2)(g), Florida Statutes, requires that a "continuing contract" for professional services involve "projects in which the estimated construction cost" of each individual project does not exceed \$2 million. The statute limits consideration to "construction costs" and would not include professional fees for such things as design services.

Question One

The CCNA, section 287.055, Florida Statutes, sets forth requirements for the procurement and contracting of professional architectural, engineering, landscape architectural, or land surveying services by governmental agencies.[2] The act creates a two-step process for agencies or political subdivisions to use when hiring architects and engineers. The first is competitive selection, the second is competitive negotiation with those firms selected in the first step. Under the act, an agency, including a special district, must competitively select and negotiate with the most qualified firm to provide these professional services for a project.[3]

In opinions applying the CCNA, this office has noted that the CCNA was designed to provide procedures for state and local governmental agencies to follow in the employment of professional service consultants to make the contracting for professional services more competitive and to require the employment of the most qualified and competent individuals and firms at fair, competitive, and reasonable compensation.[4] The statute provides that "[n]othing in this act shall be construed to prohibit a continuing contract between a firm and an agency." [5]

A "continuing contract" is defined in section 287.055(2)(g), Florida Statutes, in relevant part as:

"[A] contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause."

While nothing in section 287.055, Florida Statutes, purports to regulate the terms of a continuing contract, the continuing contract provision of section 287.055, Florida Statutes, represents an exception to the general competitive bidding provisions of the act and should be read narrowly and utilized sparingly in order to avoid an appearance of circumventing the requirements of the statute.[6]

By its terms, section 287.055(2)(g), Florida Statutes, distinguishes: 1) construction costs for individual projects which do not exceed \$2 million; 2) a study activity when the fee for the individual project does not exceed \$200,000; or 3) work of a specified nature as outlined in the contract with no time limitation except for a termination clause. The word "or" is generally construed in the disjunctive when it is used in a statute or rule and normally indicates that alternatives were intended.[7]

You have asked whether the school board may enter into a "continuing contract" for a construction project with costs in excess of the \$2,000,000.00 monetary limit if that project is characterized as a continuing contract "for work of a specified nature" My review of the legislative history developed during consideration and passage of the amendment suggests that these monetary limitations would apply to such a contract.

As related in the Final Staff Analysis & Economic Impact Statement on HB 270 (Chapter 88-108, Laws of Florida, which amended section 287.055[2][g], Florida Statutes):

"House Bill 270 amends the definition of the term "continuing contract" (as contained in s. 287.055(2)(g), F.S.) by placing a monetary limit on projects which fall within the definition. The sponsor's intent is that construction projects costing more than \$500,000 or studies costing more than \$25,000 may not be covered by a continuing contract. However, firms retained under continuing contract could perform as many different projects as a given agency wishes so long as the individual project cost is below the \$500,000 / \$25,000 limit. Thus, large or major construction or study projects requiring engineering / architectural type services would need to be competitively selected and negotiated as set out in the statute and could not be covered by a continuing contract. This limitation would apply to architectural, engineering, landscape architectural, and land surveying services contracted for by any state or local governmental agency"[8]

The staff analysis recognizes the potential ambiguity which you have identified in your question and reiterates that "the monetary limitations be added to the existing limitations in the law" and that "the bill intends, and does make it clear, that monetary limits are to

be applied in cases involving construction projects or study activity":

"An apparent ambiguity exists in the bill as to the effect of the monetary limitations on continuing contracts. This is caused by use of the word 'or' on page 1, line 22 of the bill. It would appear that in addition to the two parallel phrases containing monetary limitations, a third parallel phrase is set up which describes a 'continuing contract'. Thus, 'continuing contracts' can be '. . . for projects . . . not exceed(ing) \$500,000, OR for stud(ies) . . . not exceed(ing) \$25,000, OR for work of a specified nature as outlined in the contract. . .', (s. 287.055(2)(g), F.S., Emphasis added). However, the sponsor intended that the monetary limitations be added to the existing limitations in the law.

On the other hand, the problem may be misinterpretation of the current statutory phrase ". . . for work of a specified nature as outlined in the contract . . ." as used to describe a "continuing contract". Despite two Attorney General's Opinions that shed light in this area (AGO 075-131, May 5, 1975; AGO 076-142, June 18, 1976), the term 'continuing contract' may have simply been misinterpreted by some governmental entities allowing them to circumvent the competitive selection process. If that is true, then the primary shortcoming in this area of the CCNA (even as amended by the bill) may be a lack of judicial interpretation and enforcement. However, the bill intends, and does make it clear, that monetary limits are to be applied in cases involving construction projects or study activity."[9]

Thus, it appears that the Legislature intended, despite ambiguity in the language employed, to impose monetary limitations on "continuing contracts" involving construction projects coming within the scope of section 287.055(2)(g), Florida Statutes. To read the exception for "continuing contracts" for work of a specified nature as subject to no monetary limitation would allow the circumvention of the CCNA and would vitiate the language of the exceptions imposing such monetary caps.

Thus, it is my opinion that the Legislature intended, by amending the CCNA in 1988, to include monetary limitations on "continuing contracts" in cases involving construction projects and to extend those monetary limitations to such "continuing contracts" within the scope of the act. A construction contract "for professional services of a specified nature as outlined in the contract" and exceeding \$2 million in the estimated construction cost of any individual project would, therefore, be outside the scope of the "continuing contract" exception of section 287.055(2)(g), Florida Statutes, and would then be subject to the other competitive procedures of the CCNA.

Question Two

You also ask whether, in computing the \$2,000,000.00 threshold amount in section 287.055(2)(g), Florida Statutes, for a "continuing contract," the Osceola County School District should exclude or include professional fees for design of the construction work. Your letter suggests that you are concerned with "design fees for architects and engineers and other professional services that are not related to construction but instead are related to appraising property, surveying the land, and other professional fees that are not specifically tied to the purchase of materials to be incorporated into the project and the purchase of labor or services directly tied to incorporating materials into the project and building the project"

The statute itself distinguishes "professional services" from the definition of a "continuing contract." The term "[p]rofessional services" is defined in subparagraph (2)(a) of the statute as

"those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice."

By its terms, a "continuing contract," as defined in section 287.055(2)(g), Florida Statutes, is a contract for "professional services," but those services are provided based on the estimated construction cost of each individual project. Moreover, the text of the CCNA explicitly distinguishes between "design" and "construction." [10] The clearly expressed intent of the statutory language must given effect. [11]

The CCNA, section 287.055, Florida Statutes, sets forth requirements for the procurement and contracting of professional architectural, engineering, landscape architectural, or land surveying services by governmental agencies. [12] The act creates a two-step process for agencies or political subdivisions to use when hiring architects and engineers. The first is competitive selection of the most qualified firms, the second is competitive negotiation with those firms selected in the first step. Under the act, an agency, including a special district, must competitively select and negotiate with the most qualified firm to provide these professional services for a project. [13] The CCNA is specifically designed to preclude a consideration of the fees for "professional services" (defined to include architecture, professional engineering, landscape architecture, or registered surveying and mapping) until the competitive negotiation phase of this process. To include such fees within the initial calculation of a project would defeat the

provisions of the act.

Thus, based on the language of the statute itself requiring that a "continuing contract" for professional services involve "projects in which the estimated construction cost" of each individual project does not exceed \$2 million, and the intent of the CCNA, it is my opinion that the statute limits consideration to "construction costs" and would not include professional fees for such things as design services.

Sincerely,

Pam Bondi
Attorney General

PB/tgh

[1] You have asked two additional questions dependent upon my answers to your first two questions. In light of the conclusions to Questions One and Two, no discussion of your other two questions is necessary. In addition, I would note that this office cannot rule on the reasonableness of an agency's interpretation or construction of a statute - that is a judicial matter.

[2] See s. 287.055(2)(b), Fla. Stat., which defines "[a]gency" as "the state, [or] a state agency, [or] a municipality, [or] a political subdivision, [or] a school district, or a school board[;]" and s. 1.01(8), Fla. Stat., defining "political subdivision" to include "all other districts in this state." And see s. 287.055(4) and (5), Fla. Stat.

[3] Section 287.055(4) and (5), Fla. Stat.

[4] See, e.g., Ops. Att'y Gen. Fla. 73-216 (1973), 74-308 (1974), and 75-56 (1975); and see "Whereas" clauses, Ch. 73-19, Laws of Fla. The CCNA was enacted for the public benefit and should be interpreted most favorably to the public. Cf. *Canney v. Board of Public Instruction of Alachua County*, 278 So. 2d. 260, 263 (Fla. 1973); Op. Att'y Gen. Fla. 74-308 (1974).

[5] Section 287.055(4)(d), Fla. Stat.

[6] Cf. *City of Lynn Haven v. Bay County Council of Registered Architects, Inc.*, 528 So. 2d 1244, 1246 (Fla. 1st DCA 1988), in which the court determined that the city's procedures contravened the legislative intent and undermined the effectiveness of the CCNA. Specifically, the city's bidding procedure would not have effectuated an equitable distribution of contracts among the most qualified firms

pursuant to s. 287.055(4), Fla. Stat.

[7] *Sparkman v. McClure*, 498 So. 2d 892 (Fla. 1986). And see *Telophase Society of Florida, Inc. v. State Board of Funeral Directors and Embalmers*, 334 So. 2d 563, 564 (Fla. 1976) (word "or" when used in a statute is generally to be construed in the disjunctive); *Kirksey v. State*, 433 So. 2d 1236, 1237 (Fla. 1st DCA 1983) (generally, use of disjunctive in statute indicates alternatives and requires that such alternatives be treated separately); *Linkous v. Department of Professional Regulation*, 417 So. 2d 802 (Fla. 5th DCA 1982).

[8] See s. I.B., "Effect of Proposed Changes," House of Representatives, House Commerce Committee, Final Staff Analysis & Economic Impact Statement on HB 270, dated June 6, 1988.

[9] See s. IV, "Comments," House of Representatives Commerce Committee Staff Analysis for HB 270, dated April 18, 1988.

[10] See, e.g., s. 287.055(2)(I), Fla. Stat.

[11] See, e. g., *M.W. v. Davis*, 756 So. 2d 90 (Fla. 2000); *McLaughlin v. State*, 721 So. 2d 1170 (Fla. 1998); *Osborne v. Simpson*, 114 So. 543, 544 (Fla. 1927).

[12] *Supra* n.2.

[13] *Supra* n.3.

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease ("Lease") dated the 7th day of January, 1986 and Lease Modification dated the 17th day of January, 1986, the FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), an independent special taxing district of the State of Florida, did lease to the TOWN OF JUPITER, FLORIDA ("LESSEE"), a parcel of land in Palm Beach County, Florida containing 20.29 acres and designated as MSA 611-A and MSA 610 (Partial), to permit the use of said parcel for public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the term of said Lease shall expire on January 6, 2016; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Five (5) years; and

WHEREAS, the LESSOR is of the opinion that such use by the LESSEE continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of five (5) years to January 6, 2021.

2. Paragraph 1.b. of the Lease is amended to read: LESSEE shall pay LESSOR rent in the sum of One Hundred Dollars (\$100.00) per year, in advance, with the first payment due on the date hereof and each subsequent annual rent payment due on the anniversary of the date hereof.

3. Paragraph 6 of the Lease is amended to increase the policy limits of the liability insurance policy to a minimum of \$1,000,000 per person/\$2,000,000 aggregate.

4. The term of the Lease may be further extended by mutual written agreement between the parties.

5. All references to LESSOR's "General Manager" are changed to "Executive Director."

6. LESSOR shall have the right, from time to time, to utilize the leased premises as a staging area for activities undertaken by the United States of America and/or LESSOR, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. LESSOR shall give LESSEE not less than thirty (30) days written notice of LESSOR's intent to exercise its rights under this paragraph. LESSOR shall have the exclusive possession and use of any part or portion of the leased premises LESSOR, in its sole judgment, deems necessary for such purposes. Upon the completion of LESSOR's activities, possession shall be restored to LESSEE. Any improvements to the leased premises which were installed by LESSEE which are damaged due to LESSOR's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at LESSOR's expense; PROVIDED, however, that such improvements were originally installed with LESSOR's consent.

7. Paragraph 7.c. of the Lease is amended to read: Either party has the right to terminate this Lease upon 90 days written notice to the other party.

8. The following terms are added to Paragraph 7 the Lease:

a. Encroachment & Trespassing. LESSEE shall not permit any adjoining or nearby property owners, tenants or occupants to place any structures, fences, decks, utilities, furniture, barbecues, vegetation or other objects in, upon or over the leased property ("Encroachments") without the written authorization of the LESSOR and shall use all available enforcement methods to cause any existing or future Encroachments to be removed.

b. Hours of usage. LESSEE will establish park opening and closing hours of usage and provide that information to the LESSOR in writing within ten (10) days of the date hereof and promptly upon any change in operating hours. Hours of operation shall be prominently posted at the park entrance(s) and the park gates shall remain closed and locked during closed hours. Except for special events, the park shall be closed and the gates locked between sundown and sunup, without LESSOR's written consent.

c. Exotic Plant Eradication & Maintenance. Within thirty (30) days of the date hereof, LESSEE shall submit for the LESSOR's approval a plan designed for the active elimination of exotic species from the leased property and prevention of reinfestation. The plan may provide for a phased approach to the elimination of exotic species. LESSEE shall implement said plan immediately upon LESSOR's approval. Any revegetation shall consist of trees and plants native to the area.

d. Special Events. LESSEE shall obtain LESSOR's prior written approval for any special event to be held on the leased property. LESSEE shall provide, at a minimum, a description of the special event, the name of the event sponsor, the expected number of attendees, and the provisions for security, insurance and cleanup. Any sponsor other than the LESSEE shall be required to indemnify and hold the LESSOR harmless from any liability and to provide proof of liability insurance in the same amount as LESSEE is required to provide in Paragraph 3, with LESSOR named as an Additional Insured.

e. Identification Signage. LESSEE shall install signage reasonably acceptable to LESSOR at each entrance to the park notifying the public that the leased property is being leased from the

Florida Inland Navigation District and that it is a future dredge material management area.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated January 7, 1986, as amended, shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, 201__.

Signed, sealed and delivered
in the presence of:

Florida Inland Navigation District

By: _____
John Carl Blow, Its Chair

Town of Jupiter, Florida

By: _____
Karen Golonka, Mayor

Attest: _____
Sally Boylan, Town Clerk

Approved as to form and
legal sufficiency
Thomas J. Baird, Town Attorney

EXHIBIT A
LEASE

THIS INDENTURE, made and entered into this 7th day of JANUARY, 1986, by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

W I T N E S S E T H:

For and in consideration of the covenants herein contained and accepted by the parties hereto, the Lessor does hereby lease to the Lessee for a 30-year period from the date hereof that certain property situated in Palm Beach County, Florida, designated as MSA 611-A & 610 (partial) as described in Attachment A, attached hereto and made a part hereof (the "Property").

1. The Lessee shall have use of the Property for the sole purpose of maintaining and operating a public recreation area and shall not use the Property for any other purpose without the express written consent of the Lessor. Lessee further agrees:
 - a. To accept the Property as is and in its existing condition.
 - b. To pay in advance a sum of \$30.00 which represents an annual rental of One Dollar.
 - c. Not to permit or suffer any waste in or upon said Property, to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida or any rules and regulations of any governmental agency having jurisdiction over the Property.
 - d. To permit the Lessor, or its duly authorized agents, free access to the Property at any and all reasonable times for the purpose of examining and inspecting same.
 - e. At the termination of this Lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
 - f. To pay any and all taxes or assessments levied upon the Property during the terms of this Lease.
 - g. To display prominently the fact that the Florida Inland Navigation District is a joint sponsor of facilities developed on this leased Property.
2. The Lessee shall have the right to enter upon the Property for all purposes necessary to the full enjoyment of the rights herein granted.

3. The Lessee may, with the prior written consent of the Lessor, enter into further agreements, easements or subleases on all or any part of the Property to further the purposes hereof.
4. No permanent structures or improvements of any kind are to be placed upon the Property without the prior written consent of the Lessor. All improvements provided by the Lessee shall be and remain the property of the Lessee during the effective period of this Lease. Upon termination of this Lease, the Lessee shall have six (6) months to remove any and all improvements it provided. Any improvements remaining on the Property after the said six (6) months shall become the property of the Lessor.
5. The Lessee shall provide security and protection and keep the Property clean and in a good state of repair at all times.
6. Lessee shall indemnify, defend and save the Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the Property by the Lessee and the employees, agents, servants, guests and invitees of the Lessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by the Lessor by reason of any breach, violation, omission, or non-performance of any terms, covenant, or condition hereof on the part of Lessee or the employees, agents, servants, guests or invitees of the Lessee; however this indemnity shall not extend to matters caused by Lessor's gross negligence or willful acts. This covenant shall survive the termination of this Lease. Lessee further agrees to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the General Manager of the Lessor, with \$500,000/\$1,000,000 limits, such policies or certificates of insurance concerning such policies to be deposited with and receipts of payments or premiums thereof to be sent to said General Manager during the term of this Lease or any extension thereof.

7. The Lessor and the Lessee further agree that:

- a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 6 above has been received in the office of the General Manager of the Lessor and the Lessee has in hand a written communication from the General Manager confirming such receipt.
- b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the General Manager of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 6 above, to lapse.
- c. The Lessor retains the right to cancel this Lease Agreement upon 180 days written notice to the Lessee if the Lessee fails, within thirty (30) days after receipt of written notice informing Lessee of a failure to abide by the terms of this Lease, to conform to, or comply with, any of the terms and conditions of this Lease.
- d. Any alterations, variations, changes, expanded scope, modifications or waivers of provisions of this Lease shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto and attached to the original copy of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease on the day, month and year first above written.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

BY:

Astor Summerlin
ASTOR SUMMERLIN, CHAIRMAN

ATTEST:

TOWN OF JUPITER

BY:

Mary H. Hall (Mayor)

ATTEST:

Jeannette Beck

Nancy G. Brees
Astoria Summerlin
Mary H. Hall
Dwight K. Scott

LEGAL DESCRIPTION:

A PORTION OF MAINTENANCE SPOIL AREA 610 (M.S.A. 610) AS RECORDED IN DEED BOOK 521, PAGE 328 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF MAINTENANCE SPOIL AREA 611A (M.S.A. 611A) AS RECORDED IN DEED BOOK 636, PAGE 494 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $87^{\circ}53'27''$ WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1188.71 FEET TO A POINT THAT INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY FROM JACKSONVILLE TO MIAMI, FLORIDA, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON A MAP RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IN PLAT BOOK 17, PAGE 5; THENCE NORTH $7^{\circ}59'35''$ WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1000.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH $7^{\circ}59'35''$ WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1043.89 FEET TO AN ANGLE POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH $34^{\circ}02'57''$ WEST, A DISTANCE OF 161.97 FEET. THENCE SOUTH $87^{\circ}47'42''$ EAST PARALLEL TO AND 513.28 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 304.85 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SAID SECTION 17; THENCE NORTH $01^{\circ}46'07''$ EAST ALONG THE SAID WEST LINE, A DISTANCE OF 513.29 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH $87^{\circ}47'42''$ EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17 (SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 5) A DISTANCE OF 438.12 FEET; THENCE SOUTH $02^{\circ}02'38''$ WEST PARALLEL TO AND 900.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1670.52 FEET; THENCE NORTH $87^{\circ}53'27''$ WEST ALONG A LINE PARALLEL TO AND 985.46 FEET NORTH OF AS MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 463.16 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD.

CONTAINING 20.29 ACRES MORE OR LESS.

LEASE MODIFICATION

This Modification made and entered into this 17th day of January, 1986, by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

R E C I T A L S

1. The parties hereto have entered into a Lease dated January 7, 1986, a copy of which is attached hereto as Exhibit "A".

2. The parties desire to enter into an agreement modifying the provisions of the Lease.

In consideration of the mutual covenants contained herein, the parties agree as follows:

The Lease dated January 7, 1986, between Lessor and Lessee for that certain property situated in Palm Beach County, Florida, designated as MSA 611-A and 610 (partial) as more particularly described in the Lease, shall be modified effective the date and year set forth above by adding a new subparagraph 7.e. to read as follows:

7.e. Any "name" to be given to the recreation area leased hereunder shall be subject to the written approval of both parties to this Lease.

All provisions of the Lease are incorporated herein and are hereby modified to conform herewith but in all other respects are to be and shall continue in full force.

IN WITNESS WHEREOF, the parties have executed this Modification at the day and year first above written.

WITNESSES:

[Signature]
Nancy J. Beas

FLORIDA INLAND NAVIGATION DISTRICT

BY: *[Signature]*
ASTOR SUMMERLIN, CHAIRMANATTEST: *[Signature]*

TOWN OF JUPITER

[Signature]
Mary H. Hall
Marion L. Knight

BY: *[Signature]*ATTEST: *[Signature]*

LEASE

THIS INDENTURE made this 7th day of January, 1986,
by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the
Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

WHEREAS, the Lessor owns an approximately 6.7 acre parcel of land in
Palm Beach County, Florida, designated as MSA 610 (partial), more particularly
described in Schedule A which is attached hereto and made a part hereof (the
"Property"), for use by the United States in connection with the improvement
and maintenance of the Intracoastal Waterway from Jacksonville to Miami,
Florida and now holds the title thereto subject to easements heretofore granted
by it to the United States of America for such use; and

WHEREAS, the adjacent Florida Inland Navigation District (FIND)-owned
property to the east and south is to be developed in the near future as a
recreation area by Burg and DiVosta, Inc and when completed managed by the
Town of Jupiter as a public park; and

WHEREAS, the Property is subject to occupancy and use at any time by
the United States pursuant to above referred to easements; and

WHEREAS, until the Property is needed for spoil disposal purposes, Lessor
believes the land should be made available for use as a passive recreation
area in conjunction with the adjacent developed park; and

WHEREAS, the Lessor is of the opinion the such use by the Lessee is in
the public interest and should be granted for a limited term at a nominal
rental subject only to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants
and agreements herein contained, it is agreed by the parties hereto:

1. Subject to conditions stated herein, the Lessor does hereby lease
the above-mentioned parcel of land as is and in its existing condition to
the Lessee for a term of thirty (30) years from the date hereof for use by
the Town of Jupiter, Florida solely for passive public recreational purposes,
and upon the condition that no structures or improvements of any kind are
to be placed on said land without prior written consent of the Lessor.

2. Upon and subject to the terms and conditions stated herein, which
it agrees to perform and abide by, the Lessee does hereby lease said parcel
of land from the Lessor and further agrees:

- a. To accept the leased premises as is and in its existing condition.
- b. To promptly pay in advance a sum of \$30.00 which represents an
annual rental of ONE DOLLAR.

- c. Not to permit or suffer any waste in or upon said premises, to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida or any rules and regulations of any governmental agency having jurisdiction over the leased premises.
 - d. To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.
 - e. Not to assign or sublet this lease, or any portion of the leased premises, without the written consent of the Lessor.
 - f. Not to permit the use of said premises for purposes other than for the purposes as herein provided.
 - g. At the termination of this lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
 - h. To pay any and all taxes or assessments levied upon the leased premises during the terms of this lease.
 - i. The Lessee shall provide security and protection and keep the Property clean and in a good state of repair at all times.
3. Lessee shall indemnify, defend and save the Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the Property by the Lessee and the employees, agents, servants, guests and invitees of the Lessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by the Lessor by reason of any breach, violation, omission, or non-performance of any terms, covenant, or condition hereof on the part of Lessee or the employees, agents, servants, guests or invitees of the Lessee; however this indemnity shall not extend to matters caused by Lessor's gross negligence or willful acts. This covenant shall survive the termination of this Lease. Lessee further agrees to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the General Manager of the Lessor, with \$500,000/\$1,000,000 limits, such policies or certificates of:

insurance concerning such policies to be deposited with and receipts of payments or premiums thereof to be sent to said General Manager during the term of this Lease or any extension thereof.

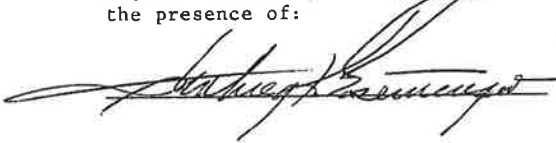
4. The Lessor and the Lessee further agree that:

- a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 3 above has been received in the office of the General Manager of the Lessor and the Lessee has in hand a written communication from the General Manager confirming such receipt.
- b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the General Manager of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 3 above, to lapse.
- c. The Lessor retains the right to cancel this Lease Agreement upon 180 days written notice to the Lessee if the Lessee fails, within 30 days after receipt of written notice informing Lessee of a failure to abide by the terms of this Lease, to conform to, or comply with, any of the terms and conditions of this Lease.
- d. Lessor may terminate this Lease, upon 90 days written notice to the Lessee, in the event that the Property is requested to be used by the United States for spoil disposal services, pursuant to the easements set forth above. Said notice of termination may be given at any time during the term of this Lease.

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

Signed, sealed and delivered in the presence of:

FLORIDA INLAND NAVIGATION DISTRICT




Nancy G. Bees

BY:


ASTOR SUMMERLIN, CHAIRMAN

ATTEST:

TOWN OF JUPITER, FLORIDA


Mary H. Hall

Sharon L. Wright

BY:


(Mayor)

ATTEST:


James H. Beck

LEGAL DESCRIPTION:

A PORTION OF MAINTENANCE SPOIL AREA 610 (M.S.A. 610) AS RECORDED IN DEED BOOK 521, PAGE 328 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $87^{\circ}53'27''$ WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1188.71 FEET TO A POINT THAT INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRA-COASTAL WATERWAY FROM JACKSONVILLE TO MIAMI, FLORIDA, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON A MAP RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IN PLAT BOOK 17, PAGE 5; THENCE NORTH $7^{\circ}59'35''$ WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 2044.86 FEET TO AN ANGLE POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH $34^{\circ}02'57''$ WEST, A DISTANCE OF 161.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH $87^{\circ}47'42''$ EAST, ALONG A LINE PARALLEL TO AND 513.28 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 304.85 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $1^{\circ}46'07''$ EAST ALONG SAID EAST LINE A DISTANCE OF 513.29 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $87^{\circ}47'42''$ WEST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17 (SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 5) A DISTANCE OF 677.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED INTRACOASTAL WATERWAY; THENCE SOUTH $34^{\circ}02'57''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 636.50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD.

CONTAINING 5.79 ACRES MORE OR LESS.

LEASE

THIS INDENTURE, made and entered into this 7th day of January, 1986, by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

W I T N E S S E T H:

For and in consideration of the covenants herein contained and accepted by the parties hereto, the Lessor does hereby lease to the Lessee for a 30-year period from the date hereof that certain property situated in Palm Beach County, Florida, designated as MSA 611-A & 610 (partial) as described in Attachment A, attached hereto and made a part hereof (the "Property").

1. The Lessee shall have use of the Property for the sole purpose of maintaining and operating a public recreation area and shall not use the Property for any other purpose without the express written consent of the Lessor. Lessee further agrees:
 - a. To accept the Property as is and in its existing condition.
 - b. To pay in advance a sum of \$30.00 which represents an annual rental of One Dollar.
 - c. Not to permit or suffer any waste in or upon said Property, to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida or any rules and regulations of any governmental agency having jurisdiction over the Property.
 - d. To permit the Lessor, or its duly authorized agents, free access to the Property at any and all reasonable times for the purpose of examining and inspecting same.
 - e. At the termination of this Lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
 - f. To pay any and all taxes or assessments levied upon the Property during the terms of this Lease.
 - g. To display prominently the fact that the Florida Inland Navigation District is a joint sponsor of facilities developed on this leased Property.
2. The Lessee shall have the right to enter upon the Property for all purposes necessary to the full enjoyment of the rights herein granted.

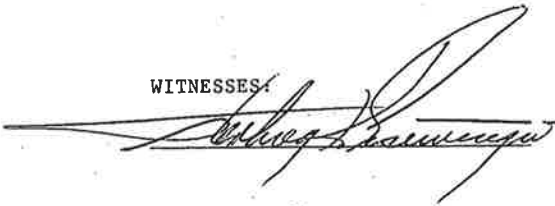
3. The Lessee may, with the prior written consent of the Lessor, enter into further agreements, easements or subleases on all or any part of the Property to further the purposes hereof.
4. No permanent structures or improvements of any kind are to be placed upon the Property without the prior written consent of the Lessor. All improvements provided by the Lessee shall be and remain the property of the Lessee during the effective period of this Lease. Upon termination of this Lease, the Lessee shall have six (6) months to remove any and all improvements it provided. Any improvements remaining on the Property after the said six (6) months shall become the property of the Lessor.
5. The Lessee shall provide security and protection and keep the Property clean and in a good state of repair at all times.
6. Lessee shall indemnify, defend and save the Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the Property by the Lessee and the employees, agents, servants, guests and invitees of the Lessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by the Lessor by reason of any breach, violation, omission, or non-performance of any terms, covenant, or condition hereof on the part of Lessee or the employees, agents, servants, guests or invitees of the Lessee; however this indemnity shall not extend to matters caused by Lessor's gross negligence or willful acts. This covenant shall survive the termination of this Lease. Lessee further agrees to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the General Manager of the Lessor, with \$500,000/\$1,000,000 limits, such policies or certificates of insurance concerning such policies to be deposited with and receipts of payments or premiums thereof to be sent to said General Manager during the term of this Lease or any extension thereof.

7. The Lessor and the Lessee further agree that:

- a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 6 above has been received in the office of the General Manager of the Lessor and the Lessee has in hand a written communication from the General Manager confirming such receipt.
- b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the General Manager of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 6 above, to lapse.
- c. The Lessor retains the right to cancel this Lease Agreement upon 180 days written notice to the Lessee if the Lessee fails, within thirty (30) days after receipt of written notice informing Lessee of a failure to abide by the terms of this Lease, to conform to, or comply with, any of the terms and conditions of this Lease.
- d. Any alterations, variations, changes, expanded scope, modifications or waivers of provisions of this Lease shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto and attached to the original copy of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease on the day, month and year first above written.

WITNESSES:


Nancy J. Beers


Mary H. Hall


Sharon L. Uffight

FLORIDA INLAND NAVIGATION DISTRICT

BY: 
 ASTOR SUMMERLIN, CHAIRMAN

ATTEST: 
 Carol D. Hall

TOWN OF JUPITER

BY: 
 Mary H. Hall (Mayor)

ATTEST: 
 Jean H. Beck

LEGAL DESCRIPTION:

A PORTION OF MAINTENANCE SPOIL AREA 610 (M.S.A. 610) AS RECORDED IN DEED BOOK 521, PAGE 328 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF MAINTENANCE SPOIL AREA 611A (M.S.A. 611A) AS RECORDED IN DEED BOOK 636, PAGE 494 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH 87°53'27" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1188.71 FEET TO A POINT THAT INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY FROM JACKSONVILLE TO MIAMI, FLORIDA, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON A MAP RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IN PLAT BOOK 17, PAGE 5; THENCE NORTH 7°59'35" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1000.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTH 7°59'35" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1043.89 FEET TO AN ANGLE POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 34°02'57" WEST, A DISTANCE OF 161.97 FEET. THENCE SOUTH 87°47'42" EAST PARALLEL TO AND 513.28 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 304.85 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SAID SECTION 17; THENCE NORTH 01°46'07" EAST ALONG THE SAID WEST LINE, A DISTANCE OF 513.29 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 87°47'42" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17 (SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 5) A DISTANCE OF 438.12 FEET; THENCE SOUTH 02°02'38" WEST PARALLEL TO AND 900.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1670.52 FEET; THENCE NORTH 87°53'27" WEST ALONG A LINE PARALLEL TO AND 985.46 FEET NORTH OF AS MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 463.16 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, RESTRICTIONS AND OTHER MATTERS OF RECORD.

CONTAINING 20.29 ACRES MORE OR LESS.

LEASE EXTENSION AGREEMENT

WHEREAS, by Lease ("Lease") dated the 7th day of January, 1986 the FLORIDA INLAND NAVIGATION DISTRICT ("LESSOR"), an independent special taxing district of the State of Florida, did lease to the TOWN OF JUPITER, FLORIDA ("LESSEE"), a parcel of land in Palm Beach County, Florida containing 6.7 acres and designated as MSA 610 (Partial), to permit the use of said parcel for passive public recreational purposes, subject to all prior rights of LESSOR and the easement of the United States of America for the management of dredge material; and

WHEREAS, the term of said Lease shall expire on January 6, 2016; and

WHEREAS, the LESSEE has requested that LESSOR extend the aforementioned Lease for an additional term of Five (5) years: and

WHEREAS, the LESSOR is of the opinion that such use by the LESSEE continues to be in the public interest and the extension request should be granted for a limited term at nominal rent subject to the terms and conditions contained in the Lease and this Lease Extension Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, it is agreed between the parties hereto that:

1. The term of the Lease is extended for an additional term of five (5) years to January 6, 2021.

2. Paragraph 2.b. of the Lease is amended to read: LESSEE shall pay LESSOR rent in the sum of One Hundred Dollars (\$100.00) per year, in advance, with the first payment due on the date hereof and each subsequent annual rent payment due on the anniversary of the date hereof.

3. Paragraph 3 of the Lease is amended to increase the policy limits of the liability insurance policy to a minimum of \$1,000,000 per person/\$2,000,000 aggregate.

4. The term of the Lease may be further extended by mutual written agreement between the parties.

5. All references to LESSOR's "General Manager" are changed to "Executive Director."

6. LESSOR shall have the right, from time to time, to utilize the leased premises as a staging area for activities undertaken by the United States of America and/or LESSOR, and their contractors, in support of the maintenance of the Intracoastal Waterway from Jacksonville to Miami, Florida. LESSOR shall give LESSEE not less than thirty (30) days written notice of LESSOR's intent to exercise its rights under this paragraph. LESSOR shall have the exclusive possession and use of any part or portion of the leased premises LESSOR, in its sole judgment, deems necessary for such purposes. Upon the completion of LESSOR's activities, possession shall be restored to LESSEE. Any improvements to the leased premises which were installed by LESSEE which are damaged due to LESSOR's exercise of its rights under this paragraph shall be repaired to their prior condition or as close thereto as reasonably possible at LESSOR's expense; PROVIDED, however, that such improvements were originally installed with LESSOR's consent.

7. Paragraph 4.d. of the Lease is amended to read: Either party has the right to terminate this Lease upon 90 days written notice to the other party.

8. The following terms are added to the Lease:

5. LESSOR and LESSEE further agree that:

a. Encroachment & Trespassing. LESSEE shall not permit any adjoining or nearby property owners, tenants or occupants to place any structures, fences, decks, utilities, furniture, barbecues, vegetation or other objects in, upon or over the leased property ("Encroachments") without the written authorization of the LESSOR and shall use all available enforcement methods to cause any existing or future Encroachments to be removed.

b. Hours of usage. LESSEE will establish park opening and closing hours of usage and provide that information to the LESSOR in writing within ten (10) days of the date hereof and promptly upon any change in operating hours. Hours of operation shall be prominently posted at the park entrance(s) and the park gates shall remain closed and locked during closed hours. Except for special events, the park shall be closed and the gates locked between sundown and sunup, without LESSOR's written consent.

c. Exotic Plant Eradication & Maintenance. Within thirty (30) days of the date hereof, LESSEE shall submit for the LESSOR's approval a plan designed for the active elimination of exotic species from the leased property and prevention of reinfestation. The plan may provide for a phased approach to the elimination of exotic species. LESSEE shall implement said plan immediately upon LESSOR's approval. Any revegetation shall consist of trees and plants native to the area.

d. Special Events. LESSEE shall obtain LESSOR's prior written approval for any special event to be held on the leased property. LESSEE shall provide, at a minimum, a description of the special event, the name of the event sponsor, the expected number of attendees, and the provisions for security, insurance and cleanup. Any sponsor other than the LESSEE shall be required to indemnify and hold the LESSOR harmless from any liability and to provide proof of liability insurance in the same amount as LESSEE is required to provide in Paragraph 3, with LESSOR named as an Additional Insured.

e. Identification Signage. LESSEE shall install signage reasonably acceptable to LESSOR at each entrance to the park notifying the public that the leased property is being leased from the

Florida Inland Navigation District and that it is a future dredge material management area.

In all other respects the terms and conditions of the original Lease Agreement between the parties dated January 7, 1986 shall remain in full force and effect during this extended term of the Lease.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this ____ day of _____, 201__.

Signed, sealed and delivered
in the presence of:

Florida Inland Navigation District

By: _____
John Carl Blow, Its Chair

Town of Jupiter, Florida

By: _____
Karen Golonka, Mayor

Attest: _____
Sally Boylan, Town Clerk

Approved as to form and
legal sufficiency
Thomas J. Baird, Town Attorney

EXHIBIT B
LEASE

THIS INDENTURE made this 7th day of January, 1986,
by and between the FLORIDA INLAND NAVIGATION DISTRICT, herein called the
Lessor, and the TOWN OF JUPITER, FLORIDA, herein called the Lessee.

WHEREAS, the Lessor owns an approximately 6.7 acre parcel of land in
Palm Beach County, Florida, designated as MSA 610 (partial), more particularly
described in Schedule A which is attached hereto and made a part hereof (the
"Property"), for use by the United States in connection with the improvement
and maintenance of the Intracoastal Waterway from Jacksonville to Miami,
Florida and now holds the title thereto subject to easements heretofore granted
by it to the United States of America for such use; and

WHEREAS, the adjacent Florida Inland Navigation District (FIND)-owned
property to the east and south is to be developed in the near future as a
recreation area by Burg and DiVosta, Inc and when completed managed by the
Town of Jupiter as a public park; and

WHEREAS, the Property is subject to occupancy and use at any time by
the United States pursuant to above referred to easements; and

WHEREAS, until the Property is needed for spoil disposal purposes, Lessor
believes the land should be made available for use as a passive recreation
area in conjunction with the adjacent developed park; and

WHEREAS, the Lessor is of the opinion the such use by the Lessee is in
the public interest and should be granted for a limited term at a nominal
rental subject only to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants
and agreements herein contained, it is agreed by the parties hereto:

1. Subject to conditions stated herein, the Lessor does hereby lease
the above-mentioned parcel of land as is and in its existing condition to
the Lessee for a term of thirty (30) years from the date hereof for use by
the Town of Jupiter, Florida solely for passive public recreational purposes,
and upon the condition that no structures or improvements of any kind are
to be placed on said land without prior written consent of the Lessor.

2. Upon and subject to the terms and conditions stated herein, which
it agrees to perform and abide by, the Lessee does hereby lease said parcel
of land from the Lessor and further agrees:

- a. To accept the leased premises as is and in its existing condition.
- b. To promptly pay in advance a sum of \$30.00 which represents an
annual rental of ONE DOLLAR.

- c. Not to permit or suffer any waste in or upon said premises, to strictly comply with any and all rules, regulations and requirements that may be imposed from time to time by virtue of the laws of the State of Florida or any rules and regulations of any governmental agency having jurisdiction over the leased premises.
 - d. To permit the Lessor, or its duly authorized agents, free access to the leased premises at any and all reasonable times for the purpose of examining and inspecting same.
 - e. Not to assign or sublet this lease, or any portion of the leased premises, without the written consent of the Lessor.
 - f. Not to permit the use of said premises for purposes other than for the purposes as herein provided.
 - g. At the termination of this lease, by lapse of time or otherwise, to yield immediate possession to the Lessor.
 - h. To pay any and all taxes or assessments levied upon the leased premises during the terms of this lease.
 - i. The Lessee shall provide security and protection and keep the Property clean and in a good state of repair at all times.
3. Lessee shall indemnify, defend and save the Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of or in any manner connected with the occupation or use of the Property by the Lessee and the employees, agents, servants, guests and invitees of the Lessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by the Lessor by reason of any breach, violation, omission, or non-performance of any terms, covenant, or condition hereof on the part of Lessee or the employees, agents, servants, guests or invitees of the Lessee; however this indemnity shall not extend to matters caused by Lessor's gross negligence or willful acts. This covenant shall survive the termination of this Lease. Lessee further agrees to carry indemnity insurance as protection against said liability for the protection of the Lessor with a reputable insurance company to be approved by the General Manager of the Lessor, with \$500,000/\$1,000,000 limits, such policies or certificates of:

insurance concerning such policies to be deposited with and receipts of payments or premiums thereof to be sent to said General Manager during the term of this Lease or any extension thereof.

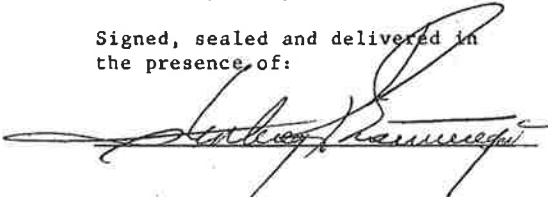
4. The Lessor and the Lessee further agree that:

- a. The Lessee shall not occupy, nor make any use of, the Lessor's property until the documentation described in paragraph 3 above has been received in the office of the General Manager of the Lessor and the Lessee has in hand a written communication from the General Manager confirming such receipt.
- b. The Lessor retains the right to cancel this Lease Agreement without prior notification if the Lessee fails to keep the General Manager of the Lessor informed in a timely manner of proof of renewal of insurance coverage or allows the insurance coverage, specified in paragraph 3 above, to lapse.
- c. The Lessor retains the right to cancel this Lease Agreement upon 180 days written notice to the Lessee if the Lessee fails, within 30 days after receipt of written notice informing Lessee of a failure to abide by the terms of this Lease, to conform to, or comply with, any of the terms and conditions of this Lease.
- d. Lessor may terminate this Lease, upon 90 days written notice to the Lessee, in the event that the Property is requested to be used by the United States for spoil disposal services, pursuant to the easements set forth above. Said notice of termination may be given at any time during the term of this Lease.

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

Signed, sealed and delivered in the presence of:

FLORIDA INLAND NAVIGATION DISTRICT




Nancy G. Beers

BY:

ASTOR SUMMERLIN, CHAIRMAN


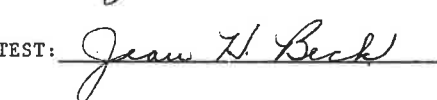
ATTEST:

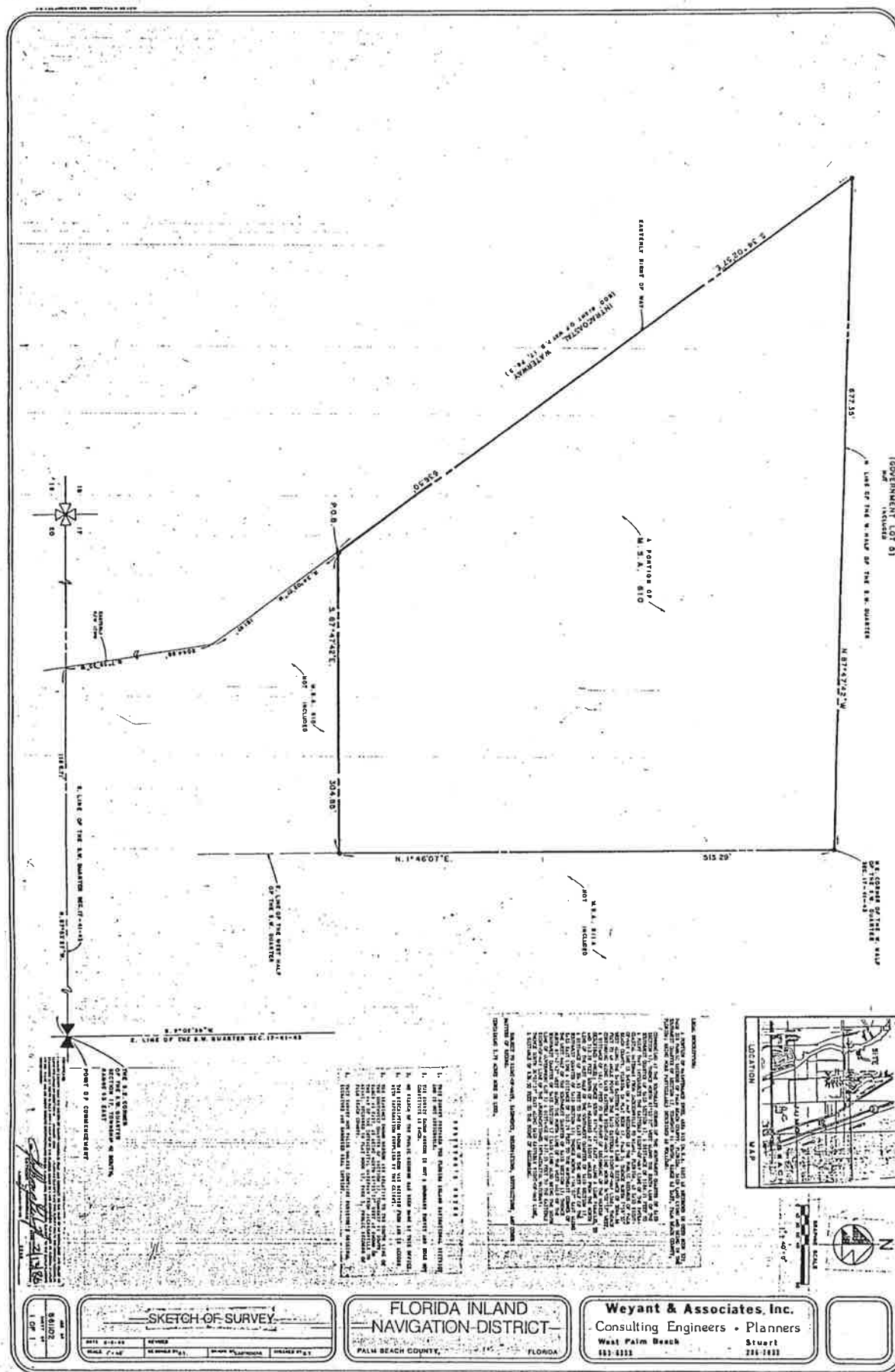
TOWN OF JUPITER, FLORIDA


Mary H. Hall

Rudy K. Scott

BY:

ATTEST:


Mary H. Hall (Mayor)

Jean H. Beck



LEGAL DESCRIPTION:

A PORTION OF MAINTENANCE SPOIL AREA 610 (M.S.A. 610) AS RECORDED IN DEED BOOK 521, PAGE 328 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $87^{\circ}53'27''$ WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1188.71 FEET TO A POINT THAT INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY FROM JACKSONVILLE TO MIAMI, FLORIDA, AS SAID RIGHT-OF-WAY LINE IS SHOWN ON A MAP RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IN PLAT BOOK 17, PAGE 5; THENCE NORTH $7^{\circ}59'35''$ WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 2044.86 FEET TO AN ANGLE POINT ON THE SAID EASTERLY RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH $34^{\circ}02'57''$ WEST, A DISTANCE OF 161.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE SOUTH $87^{\circ}47'42''$ EAST, ALONG A LINE PARALLEL TO AND 513.28 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 304.85 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $1^{\circ}46'07''$ EAST ALONG SAID EAST LINE A DISTANCE OF 513.29 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH $87^{\circ}47'42''$ WEST ALONG THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 17 (SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 5) A DISTANCE OF 677.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED INTRACOASTAL WATERWAY; THENCE SOUTH $34^{\circ}02'57''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 636.50 FEET TO THE POINT OF BEGINNING.

SUBJECT TO RIGHT-OF-WAYS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD.

CONTAINING 5.79 ACRES MORE OR LESS.

MSA610/611A



This instrument prepared by:
 Peter L. Breton, Esq.
 605 North Olive Ave., 2nd Floor
 West Palm Beach, FL 33401

PERMANENT CONSTRUCTION EASEMENT

THIS PERMANENT CONSTRUCTION EASEMENT is made this ____ day of _____, 201__, between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL 32084 ("Grantor") and FLORIDA INLAND NAVIGATION DISTRICT, an independent special taxing district of the State of Florida, whose address is 1314 Marcinski Road, Jupiter, FL 33477 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, gives, grants, bargains and releases to the Grantee, its successors and assigns, a permanent, non-exclusive construction easement to enter upon and use the Grantor's property as described below, from time to time, for the placement of sand resulting from dredging the Intracoastal Waterway or waterways connected thereto, and the use of pipes and construction equipment in connection therewith, in, upon, over and through the following described land in St. Johns County, Florida, more particularly described as:

All of Blocks 3 through 14, inclusive, and Blocks 28 through 32, inclusive, together with all of the land in the vacated streets and alleys between said Blocks, of Summerhaven Subdivision, according to the Plat and Survey of Fractional Sections 30 and 31, Township 9 South, Range 31 East, as recorded in Map Book 1, Page 155, of the Public Records of St. Johns County, Florida, and the 100 foot right-of-way of Old State Road A-1-A lying within Summerhaven Blocks 28 through 61 of said Summerhaven Subdivision (the "Easement Area").

It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. Upon conclusion of the work, all pipes and equipment shall be completely removed from the Easement Area and the Easement Area shall be restored substantially to the condition it was in at the commencement of the work, except for the additional sand and sea oats. This easement may be assigned, either periodically or permanently, to the U.S. Army Corps of Engineers ("USACOE"), and may be used by the contractors of either the Grantor or USACOE.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

Signed and Sealed in Our Presence:

ST. JOHNS COUNTY, FLORIDA

(1) _____

By: _____

Print name

Name: _____

(2) _____

Title: _____

Print name

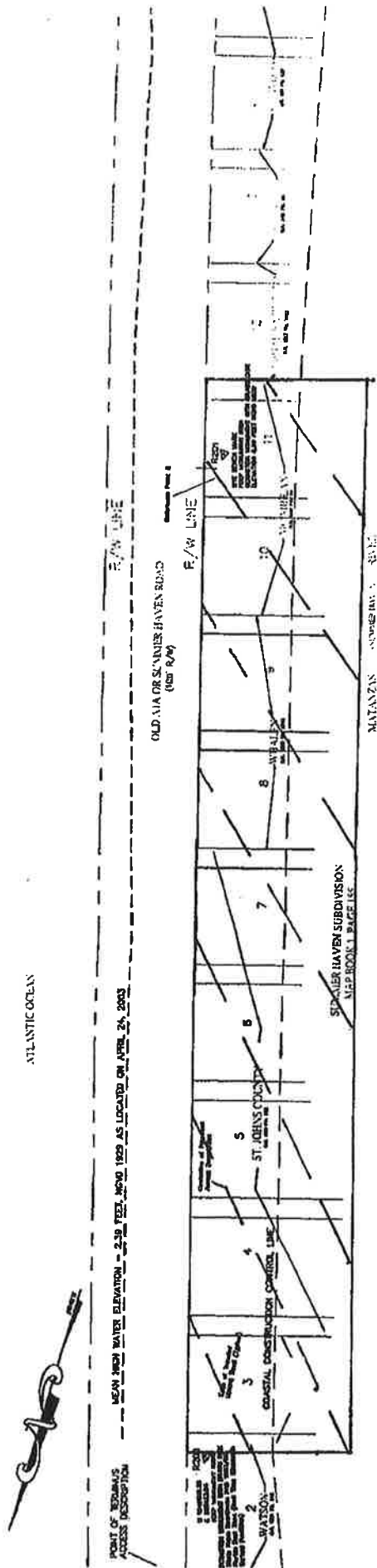
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 201__,
by _____ as _____ of St. Johns County, Florida,
on behalf of the County, and he/she is ___ personally known to me or ___ has produced
_____ as identification.

(NOTARY SEAL)

Notary Public

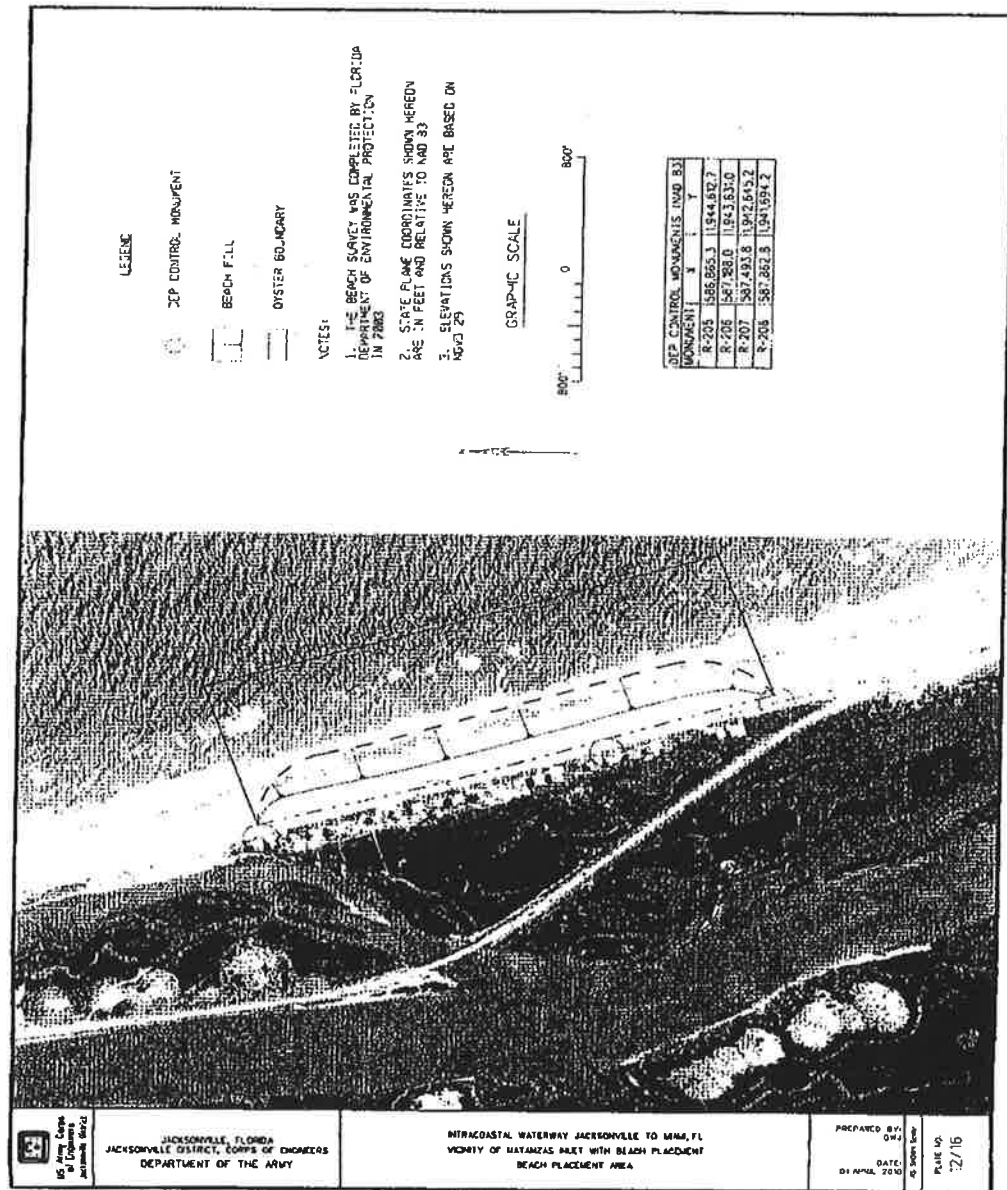
My commission expires: _____



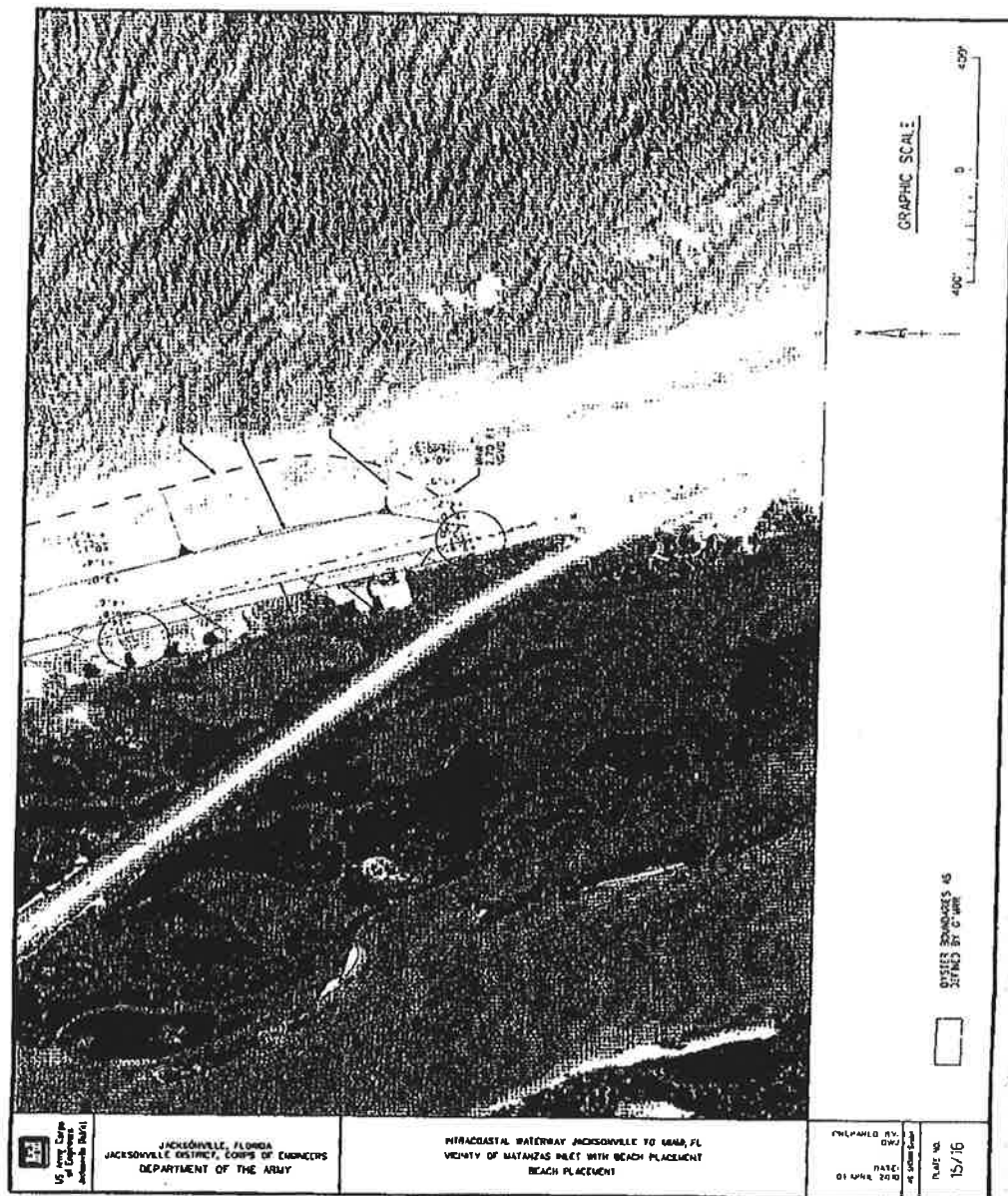
Summer Haven Additional Beach Placement Area

Summer Haven Additional Beach
Placement Area
dated June 29, 2007

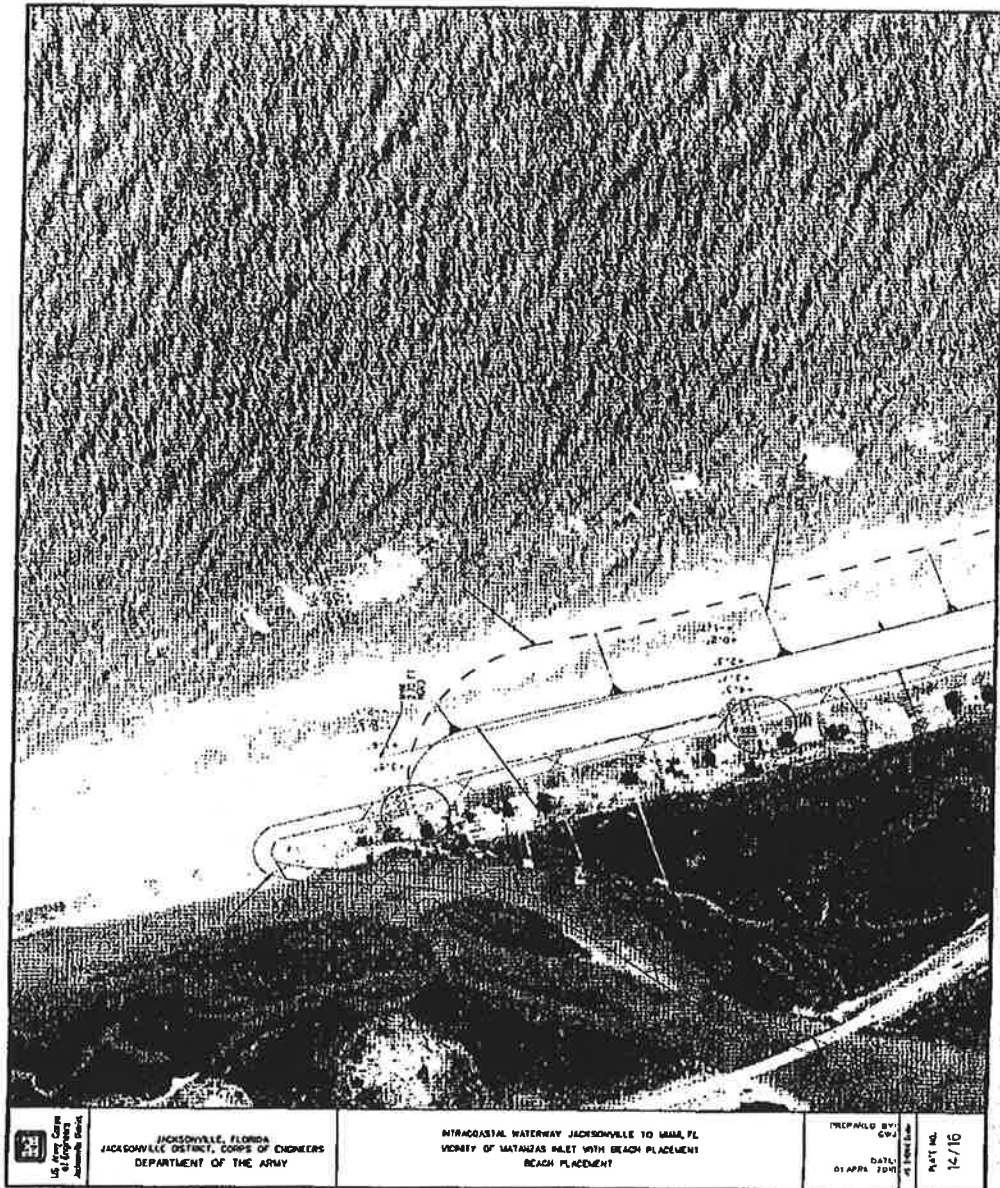
OR BK 3311 PG 1924



OR BK 3311 PG 1926



OR BK 3311 PG 1925





Matanzas Inlet

DMMA SJ-MB

N Ocean Shore Blvd

1


Municipal Code Corporation

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (800) 342-2633 • FAX (850) 564-7496

 Logan Di Liello, Senior Account Executive • (850) 408-5433 • logan@mccinnovations.com

December 8, 2015

I enjoyed speaking with you recently regarding the Laserfiche software and services. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following advantages of being a MCCi customer:

- ✓ **Leading Provider** – For the past six years, MCCi was ranked as the #1 Laserfiche VAR in the United States. With 3 offices in Florida, we are dedicated to our Florida customers and serve over 125 clients in Florida alone at this time.
- ✓ **Professional Certifications** – MCCi's staff is well-trained and holds multiple certifications in security, HIPAA, CDIA+ and more to give you the peace of mind that we are simply the best at what we do. Our staff is also Laserfiche Gold Certified, meaning we have passed the Laserfiche CPP courses required for this certification.
- ✓ **Government Focus** – MCCi was created by Municipal Code Corporation to focus on innovative technologies for Government. MCCi provides Laserfiche software and services to more than 400 government entities including Cities, Counties, State Agencies, Special Districts, and more.
- ✓ **Specialization in Enterprise Solutions** – Our Project Managers provide implementation and training services to help make your solution an Enterprise-wide deployment. We work with you on your initial project plan knowing that one day Laserfiche will be used across the entire organization. This methodology helps you plan to meet this goal in your time frame whether it be an immediate objective or part of a multi-year plan.
- ✓ **Superior Support** – MCCi utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. We offer support through our help desk, email, and toll free number, and also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.
- ✓ **Robust Resources** – Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCi has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor for best of breed solutions.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Logan Di Liello
Senior Account Executive

Executive Summary

Company History

MCCi, a subsidiary of Municipal Code Corporation (The nation's leading codifier for local government), has been providing Electronic Records Management Solutions to its clients since 1998. In 1998, Municipal Code Corporation (MCC) created a document imaging division, which subsequently evolved into MCCi in the summer of 2003. This allowed MCCi to provide its customers with a higher level of service, but still benefit from the stability and credibility of MCC. With a client base of over 600 government agencies and satellite offices across the country, we are striving to be the leading Enterprise Content Management provider in the United States. MCCi has been the #1 Laserfiche VAR in the world the last 7 years.

Proposed Solution

MCCi is proposing the Laserfiche software for your organization. Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Please keep in mind some of the features of Laserfiche:

- ✔ **User Friendly** – Laserfiche is very easy to learn, navigate and use. Users will see Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give your staff the confidence to begin scanning and retrieving documents almost immediately after installation making an Enterprise rollout easier on your resources.
- ✔ **Comprehensive Security** – Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer and with proper right records managers can administer most security functions without IT staff assistance.
- ✔ **Intelligent Search** – Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. An easy Google-style toolbar is available for searching as well.
- ✔ **Integration** – Laserfiche is the central repository for records in your organization and allows you to integrate other main line of business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft product, etc., Laserfiche has options available. Laserfiche Microsoft integrations include the ability to archive Office & Outlook documents directly into Laserfiche as well as integration with Microsoft SharePoint.
- ✔ **E-Forms & Business Process Automation** – Laserfiche allows users to capture information instantly and automate business processes instead of the traditional methods of using an imaging solution as an archival tool. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.
- ✔ **Mobility & Web Tools** – Mobile devices are being used more and more in organizations for day to day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options for giving your outside citizens/customers access to records through the web to promote transparency and decrease records requests.

Avante Features

MCCi is recommending the Avante platform for your organization. Avante includes:

- ✓ Bundled users – Each user comes bundled with:
- ✓ Workflow for Business Process Automation
- ✓ Snapshot for archiving electronic records
- ✓ Email Plug-in for emailing records directly from Laserfiche
- ✓ Options for bundling the following functionality into user licenses:
 - Web Access, which includes a thin client option for users, Web Access Light for mobile devices & tablets, iPhone & iPad apps, and SharePoint integration.
 - Audit Trail for monitoring, recording, and reporting on system activity.
 - Digital Signature capabilities
- ✓ Web-based Administrative Console allowing you to administer the system from anywhere.
- ✓ Options for Electronic Forms, Records Management, Batch Processing tools, Integrations, and Web Portals.

MCCi Advantage

MCCi is a leading Laserfiche provider focusing on customer service in every aspect of your project. As a client you will receive access to our highly trained staff & support services, including:

- ✓ **Dedicated Project Management** – Our Project Managers are highly trained in the areas of implementation, Workflow processes, integrations, and more to help your organization implement a well thought out Enterprise system based on your organization's needs. They are Laserfiche Gold Certified and also hold other professional certifications to maintain a high knowledge level of our client's business processes.
- ✓ **Dedicated Support** – Once your project is complete, you will have access to our support staff for trouble shooting & supporting your Laserfiche system. Our staff can be easily reached through email, phone or our online support center.
- ✓ **Sales & Account Management Team** – You will have a dedicated team of an Account Executive and Account Manager that you can directly contact. They will also proactively contact you to ensure satisfaction, provide additional information on your products, and conduct web & regional events on continuing education topics.
- ✓ **Training Services** – Before, during, and after your project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our Training Services, we offer a yearly subscription to our Online Training Center for Laserfiche to help protect your Laserfiche investment. This allows all types of users, regardless of their role, to access videos on popular topics. This information is updated monthly and will be a continued resource for your organization.
- ✓ **Back File Scanning & Conversion Experience** – In the event you need to address a back file scanning project or have older data from legacy systems to convert, we have experience in addressing these and integrating them into your Laserfiche system. We have converted over 30 different applications and migrated the data to Laserfiche for other clients.



Laserfiche Avante

PRICING PROPOSAL

Product Description:

ECM SOFTWARE LICENSING FOR AVANTE

	Qty.	Cost	Total
<input checked="" type="checkbox"/> Avante Server for MS SQL	1	\$5,000.00	\$5,000.00
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	6	\$500.00	\$3,000.00
<input checked="" type="checkbox"/> Web Access, 20% Add On to All Named Users	6	\$100.00	\$600.00
<input checked="" type="checkbox"/> LF Standard Audit Trail, 15% Add On to All Named Users	6	\$75.00	\$450.00
<input checked="" type="checkbox"/> OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> LF Scanconnect <i>*required for each scanner purchased/utilized</i>	1	\$165.00	\$165.00
<input checked="" type="checkbox"/> LF Scanconnect 5-pack	1	\$660.00	\$660.00
<input checked="" type="checkbox"/> LF Workflow	1	Included	Included
ECM Software Licensing Total			\$11,375.00

ANNUAL SOFTWARE SUPPORT - BASIC LSAP

<input checked="" type="checkbox"/> Avante Server for MS SQL	1	\$1,000.00	\$1,000.00
<input checked="" type="checkbox"/> LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	6	\$100.00	\$600.00
<input checked="" type="checkbox"/> Web Access, 20% Add On to All Named Users	6	\$20.00	\$120.00
<input checked="" type="checkbox"/> LF Standard Audit Trail, 15% Add On to All Named Users	6	\$15.00	\$90.00
<input checked="" type="checkbox"/> OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$330.00	\$330.00
<input checked="" type="checkbox"/> LF Scanconnect <i>*required for each scanner purchased/utilized</i>	1	\$34.00	\$34.00
<input checked="" type="checkbox"/> LF Scanconnect 5-pack	1	\$132.00	\$132.00
<input checked="" type="checkbox"/> LF Workflow	1	Included	Included
<input checked="" type="checkbox"/> Business Process Configuration Assurance Plan	1	\$1,000.00	\$1,000.00
<input checked="" type="checkbox"/> Managed Services for Laserfiche <i>Laserfiche Managed Services needs are estimated based on the current software components provided herein: up to 15 hours.</i>	1	\$1,890.00	\$1,890.00
<input checked="" type="checkbox"/> Training Center 5 - 9 Users	1	\$925.00	\$925.00
Annual Support Total			\$6,121.00

For budgetary purposes, the Client should include \$6,236.30 in annual budget for renewal of the items quoted above.

MCCi PROFESSIONAL SERVICES

<input checked="" type="checkbox"/>	Business Process Configuration Services <i>*Up to 20 hours</i> <i>*For document filing workflows</i> <i>Please see Appendix A for detailed Statement of Work (SOW)</i>	1	\$3,300.00	\$3,300.00
<input checked="" type="checkbox"/>	Basic Remote Training of software, per day <i>Workflow training and installation excluded.</i> <i>*IT Consultant is familiar with Laserfiche and will handle Laserfiche training for end users. MCCi will cover any additional training needs and how to use the Laserfiche Workflow component.</i>	0.5	\$1,120.00	\$560.00
<input checked="" type="checkbox"/>	MCCi Project Management Services <i>*Up to 6 hours</i> <i>*It Consultant is familiar with Laserfiche and will handle installation and configuration of system. These hours are available for installation of Workflow, Web Access and OCR Scheduler, and any questions that may come up.</i>	1		\$990.00
	Professional Services Total			\$4,850.00
	Total Project Cost			\$22,346.00

PAYMENT & BILLING TERMS

MCCi will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.

MCCi STANDARD SERVICES

To determine which services and products are included with your project, please refer to the Pricing Proposal above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCi PROJECT MANAGEMENT SERVICES

MCCi Project Managers are CDIA-certified and Laserfiche Certified. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

Implementation

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

Remote Installation and Configuration – Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the pricing proposal to determine if the onsite time will include installation and configuration.

Remote Training – Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the pricing proposal to determine the training model quoted.

LASERFICHE BASE SOFTWARE TRAINING SERVICES

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Pricing Proposal. These services will be provided onsite or remote, please refer to the Pricing Proposal to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

System Administration Training

- Client and Server Installation Procedure
- Users and Groups – Active Directory
- Security
- Templates
- Tags
- Document Relationships

- Records Management
- Volumes
- System Settings
- Back Up Procedures
- Troubleshooting Procedures
- Technical Support Overview

Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features – Plug-ins

MCCi ADVANCED IMPLEMENTATION SERVICES

**The following services listed have been included in your Pricing Proposal based on the recommendation of your Account Executive. Please consult with them for any questions.*

To determine which services and products are included with your project, please refer to the Pricing Proposal above.

BUSINESS PROCESS CONFIGURATION SERVICES

Business Process Configuration Services are designed as an option for organizations that require advanced system configuration but may lack the time or expertise necessary to configure Workflow, Quickfields, or any of Laserfiche's other advanced modules. MCCi's team of expert Project Managers and System Engineers will work in concert with the client's Project Manager to build a Business Process in the client's Laserfiche environment.

Client Deliverables

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by MCCi's Business Process Configuration team
- Appointment of client Project Manager
- Availability of IT resources as needed
- Availability of end users for interviews and Business Process testing
- Required Laserfiche software licensing

MCCi Deliverables

- Install and configure Laserfiche modules that are relevant to the implementation
- Consultation with a Laserfiche Project Manager
- Business Process Configuration Managed Services post implementation
 - The scope of Managed Services will be limited to supporting the process(es) implemented through this contract
- Roll-out Assistance – This is an optional service, which is provided if included in the scope of services. Note that this service will be billed separately and is billed upon completion.

BUSINESS PROCESS CONFIGURATION ASSURANCE PLAN

MCCi's Business Process Configuration Assurance Plan is a post-implementation service, and is designed to support and maintain the Business Process(es) implemented through this contract. The Configuration Assurance Plan covers the following services:

- Maintaining configurations – MCCi will assist in updating all configurations in the event of a system upgrade, software patch or server move.
- Extended support – MCCi's normal scope of support will be extended to include assisting with questions and system issues related to the configurations implemented through this contract.
- Expiration & Additional Services – The Configuration Assurance Plan will expire on the same date as your SAP plan. The number of hours included are not to exceed the price of the package divided by MCCi's discounted hourly rate (Configuration Assurance Plan hours are discounted by 10%). Pricing can be adjusted for any additional hours if needed.
- Remote Access Support – Configuration Assurance Plan Services are delivered remotely. Remote Access Support allows our staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly onsite visits.

LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid-size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from multiple database platforms and incrementally expand the system with records management edition and other plug-ins such as Auditing, Web Access, Digital Signatures, and Batch Processing. The Laserfiche Avante pricing structure makes it simple and affordable to add new features and functionality to your Laserfiche system as your needs change.

LASERFICHE RIO

MCCi recommends the Laserfiche RIO solution for Enterprise clients that have a large volume of users, as well as the need for test environments and multiple servers/repositories. RIO and each RIO license comes coupled with Workflow, Web Access, Mobile Access, Snapshot, Email, Digital Signatures, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can connect either to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management, Batch Processing and Weblink Public Portal licenses are available with RIO.

LASERFICHE SOFTWARE FEATURES AND LICENSING

Feature	Avante	Rio	Comments
Database Options	SQL Express, SQL, Oracle	SQL, Oracle	
Retrieval Concurrent Users	Public Portal (Weblink)	Public Portal (Weblink)	
Full Named Users	Unlimited	25 – Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Digital Signatures, Web Access and Advanced Audit Trail for Rio.
Retrieval Named Users	n/a	200 – Unlimited	Includes Email capability. Minimum of 200 must be purchased.
Application Servers	1	Unlimited	
User License Model	Named	Named	
Repositories	1	Up 15 per Application Server	Avante: Up to 14 additional (for a total of 15) Repositories can be added at an additional cost. RIO: Each Application Server can have up to 15 Repositories attached. RIO allows for an unlimited number of Application Servers.

SOFTWARE DESCRIPTIONS

<i>Workflow</i>	Included	Included	
<i>Snapshot</i>	Included	Included	
<i>Email</i>	Included	Included	
<i>WebAccess (Thin client access for named users)</i>	Add-on option	Included	
<i>Mobile Access</i>	Requires WebAccess	Included	
<i>Digital Signatures</i>	Add-on option	Included	
<i>Audit Trail</i>	Add-on option (Options for Starter, Standard, Advanced)	Includes Advanced Audit Trail	
<i>Public Portal (Weblink) Options</i>	Weblink Public Portal license package options (5,10, 25, 50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor)	Weblink Public Portal license package options (50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor)	Avante Public Portal: The 5 concurrent license only allows for one security profile to be set. Unlimited versions are licensed per Laserfiche application server, and per processor. The licensed number of processors must be equal to or greater than the number of processors (CPUs) on the correlating Laserfiche application server. Note: Additional copies of the Unlimited Public Portal are needed if there is a need to connect the Public Portal to more than 1 Application Server.
<i>Records Management</i>	Add-on option	Add-on option	
<i>Laserfiche Versions</i>	Lf 8.1 and later	Lf 8.0.1 and later	
<i>Web Admin Console</i>	Included	Included	
<i>Laserfiche Forms Users</i>	Add-on option	Add-on option	The Laserfiche Forms User is a required add-on to all Laserfiche Full Named User licenses, and is a pre-requisite to all other Forms licensing options. This add-on will give the current Laserfiche Full Named Users full access (submission, process involvement, and approval rights) to Laserfiche Forms Server. The Laserfiche Forms Server can be installed multiple times, however each instance can only be associated with one Laserfiche application Server.
<i>Laserfiche Forms Portal</i>	Add-on option	Add-on option	Laserfiche Forms Users licensing is a prerequisite to being able to purchase Forms Portal licensing. The Forms Portal license allows Form submission from unlicensed (public) users. Forms Portal was also designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The

SOFTWARE DESCRIPTIONS

			users that access Forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific Forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), multiple Forms Portal licenses are required.
<i>Laserfiche Enterprise Forms Portal</i>	Add-on option	Add-on option	The Enterprise Forms Portal License is recommended for Laserfiche Rio Customers that have multiple Laserfiche Application Servers, as well as for Laserfiche Avante (Avante only allows for one Laserfiche Application Server), but require more than two Forms Portal licenses (see Forms Portal description above). Enterprise Forms Portal is, indeed, unlimited Portals. Instead of allocating one or more Forms Servers as Portals, they all are automatically Forms Portals.
<i>Laserfiche Authenticated Participants</i>	Add-on option	Add-on option	Laserfiche Forms Users licensing is a prerequisite to being able to purchase Forms Authenticated Participant licensing. Forms Authenticated Participant licenses allow Non-Laserfiche Users to participate in Laserfiche Forms Process Modeler Business Processes, and allow for secure authentication when interacting with Laserfiche Forms. Forms Authenticated Participant licensing is recommended for all internal users that require authentication and/or intend to participate in more than just the Forms submission process, and for those users that do not have Laserfiche Full Named User licensing, but have a need to authenticate and participate in Laserfiche Forms Business Processes. A Forms Authenticated Participant license is required for each Forms Server that the user needs to submit to.
<i>Upgrade Path</i>	Rio	n/a	

LASERFICHE PLUG-INS**Laserfiche Plug-Ins, Utilities, and Tools**

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of modules and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform. **Please refer to the pricing page/pricing proposal to determine which modules have been proposed.**

Capture Modules

Laserfiche ScanConnect™: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

Laserfiche Snapshot™: Laserfiche Snapshot is included with both Avante and RIO Full Named User Licenses, and can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.

Laserfiche Import Agent: Import Agent is a tool for automatically retrieving files stored in a Windows folder and importing them into a Laserfiche repository. The Windows folder can be local to the Import Agent machine or stored on a network drive. During the import process, Import Agent can process the files (e.g., perform OCR), use XML data as part of the process, and perform additional tasks.

OCR Scheduler for Laserfiche: MCCi developed this tool. It provides a simple and effective way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions. Sessions are created based on selecting folders within a specific Laserfiche Repository and scheduling the time to begin the OCR process. Benefits:

- **Efficiency:** Clients can schedule the tool to perform the OCR function, rather than tie up machines during the normal working rhythm.
- **Support/Search Content:** Leaving the responsibility in users hands to conduct OCR can lead to incomplete processing. The tool provides assurance that everything in need of OCR is being addressed without end user interaction.

“Quick Fields” (QF) Batch Processing Tools: Quick Fields is a suite of Batch Processing utilities created by Laserfiche. Avante and RIO bundle each of these features differently, which is reflected in the Pricing Proposal section:

- **Laserfiche® Quick Fields™** automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.
- **QF Bar Code Validation Package:** The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a

field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

- **QF Real-time Look up Validation Package:** Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- **QF Zone OCR Validation Package:** Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- **QF Forms Alignment:** automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- **QF Document Classification:** designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- **QF Auto Stamp/Redaction/Bates Numbering:** The Bates stamp option is a document auto-numbering annotation option
- **QF Optical Mark Recognition:** detects handwritten information, including marks on surveys, tests and ballots.
- **QF Agent:** enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- **QF Forms Identification:** automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- **QF Forms Extractor:** removes form outlines to isolate data for more accurate capture.
- **QF Scripting Kit:** Offers a script editor, which allows developers to write C# and VB.Net Scripts; and insert the scripts into a Quick Fields Session.

Distribution Modules

- **Laserfiche Public Portal - WebLink™:** The WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- **Laserfiche WebAccess:** Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office. In addition, access to Laserfiche Mobile and the Laserfiche Sharepoint Integration resources, is made through Laserfiche WebAccess.
 - **Laserfiche Mobile Access Options:** Laserfiche Web Access or Laserfiche Forms is required for any/all mobile access options. Web Access Light & Laserfiche Mobile are both options for providing mobile access to your Laserfiche solution:

- **Web Access Light:** Designed for Blackberry, Chrome, Opera and Safari mobile browsers, offers a lightweight Web interface for popular mobile devices, enabling users to search and retrieve documents, as well as approve documents and participate in workflow automation processes, while away from their desktop computers.
- The **Laserfiche Mobile iPhone app** takes advantage of the iPhone's touch screen, gesture recognition and high resolution interface to provide users with an immersive experience. Features include:
 - Create and upload new content with the iPhone camera.
 - Automatically crop, straighten and enhance captured information, with full text recognition.
 - Copy, move, rename, download, e-mail, print or delete content.
 - Browse for documents in a folder structure or search the entire repository
 - Participate in workflow automation processes by accessing metadata fields.
 - Interaction with Laserfiche Forms
- The **Laserfiche Mobile iPad app** gives employees the ability to securely view and update content from wherever they are. Features include:
 - Provides secure access to documents and metadata
 - Enables users to create and upload new documents
 - Participate in Workflows on the go
 - Interaction with Laserfiche Forms
- **Laserfiche Mobile for Android** allows you to :
 - Search across all documents in a repository
 - Pan, zoom, rotate, and easily access metadata while working with a document in the Document Viewer
 - Quickly create and upload new documents from your device's camera, images in your device's gallery, and files stored on your device
 - Full support for Laserfiche Business Processes, including starting business processes and viewing their details
 - Use personal libraries to create task lists or group related entries to make working with them faster and easier
 - Add, edit, and view entry metadata
 - Copy document text for use in other apps
 - Process, clean up, and compress captured documents for easier viewing
 - Capture the geographic coordinates of an image to allow linking documents to their mapped location
 - View and export PDFs and other electronic documents
 - E-mail document or folder links to colleagues
 - Manage documents using copy, move, rename, print, and delete
 - A variety of security options keep documents secure in Laserfiche and on your device
 - Widget lets you quickly upload new documents and images
 - Interaction with Laserfiche Forms

- **Laserfiche Sharepoint Integration:** The Laserfiche and SharePoint Integration (LfSPI) is built on the power of Laserfiche Web Access (Therefore Web Access is required for the Laserfiche Sharepoint Integration), a Section 508-compliant thin client that reduces installation, support and maintenance requirements.
- **Laserfiche Plus™** Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- **Laserfiche E-Mail Plug-in™** allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

Workflow Process Automation, Collaboration, and Tracking

- **Laserfiche Workflow:** Enables organizations to automate standard, collaborative business processes, such as approvals or routing based on conditions. The software transforms your static Laserfiche repository into a dynamic content management solution that ensures your business processes are performed consistently and efficiently. Additionally, Workflow can be used for database integrations, and to improve consistency with how records are filed in Laserfiche.
- **Laserfiche Digital Signatures:** Laserfiche allows users to sign briefcases when exporting as well as documents stored in Laserfiche. These are two separate applications of digital signatures. Signing a briefcase file embeds the signature in the file along with the certificate associated with the signing key. The full certificate chain is embedded. This allows users to prove who created the briefcase and that the briefcase was not tampered with. Digitally signed briefcases may, but do not necessarily contain digitally signed documents. Digital signatures can be applied to documents stored in Laserfiche. The digital signatures are stored as metadata and are preserved when exporting a document in a volume or briefcase (whether or not the briefcase was itself signed).
 - Users can digitally sign a document in the Laserfiche Client or Web Access to indicate their approval. Documents can also be countersigned by another user, which indicates approval of the document and the existing signature. Multiple signatures and countersignatures can be applied to a single document.
 - Digital signatures are validated with signing certificates on the server and the repository, which verifies that a signature on a document is trustworthy. A signature becomes invalid if the certificate is expired or if a document has been modified since the signature was applied. Signature certificates are managed through the Laserfiche Administration Console or Web Administration Console. As a pre-requisite, the organization must have Digital Certificates set-up on the network, prior to implementing Laserfiche Digital Signatures.
- **Laserfiche Audit Trail Modules:** Three levels of audit reporting to address your specific regulatory compliance and security needs.

- The **Starter Edition** tracks basic events that occur in the repository and that involve accessing, modifying or exporting data. Basic events include creating, editing, printing or deleting documents, creating annotations, and assigning metadata.
- The **Standard Edition** builds on the Starter Edition by tracking additional security- and access-related events. This edition can also track unsuccessful attempts to perform an action, such as failed attempts to access or print documents.
- The **Advanced Edition** meets the needs of organizations in the most highly regulated environments. It includes all the functionality of the other two editions, and also tracks many more events including password changes, the creation or modification of users and groups, and changes to repository-wide settings. It can also track all the searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

Electronic Forms

- Laserfiche Forms allows organizations to create Web forms for collection and processing information electronically.
- Laserfiche Forms has flexible design options to meet your organization's needs. You can:
 - Create custom forms from a library of field or selection elements.
 - Apply preset or custom themes, including page logo, colors, buttons, fonts, and more.
 - Configure form elements to dynamically be displayed or hidden depending on user inputs or to be populated with data from external data sources.
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals.
 - Create custom form layouts and dynamic behaviors with CSS and JavaScript.
- Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.
- Reporting tools allow different views of details on submitted forms such as:
 - User view of details about all submitted forms.
 - Approver "dashboard" of submissions awaiting approval.
 - Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include login to forms system, public URL, secure URL, or embedded into a Web page.
- Submitted data can be exported for further analysis or distribution.
- Submitted forms can be utilized to initiate an email notification or start a workflow rule within Laserfiche.

Laserfiche Integration Plug-Ins

- **LF Integrator's Toolkit:** Provides the tools & documentation necessary for customizing Laserfiche, and integrating Laserfiche with other applications.
- **Third Party Integration Plug-Ins:**
 - **DataNow Affinity Integration** – DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Laserfiche Connector truly makes Laserfiche feel like part of your business software.
 - **Laserfiche Connector Integration** – Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems.

Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons. Laserfiche Connector allows:

- Searching the Laserfiche repository based on fields from third-party applications such as CRM and ERP systems. Both basic and advanced searching is supported. If only one result is found, the document will automatically open in the Laserfiche Client, Laserfiche Web Access or Laserfiche WebLink.
 - Launching Laserfiche Scanning and automatically populating metadata for the scanned documents with information from a third-party application.
 - Connecting two applications by allowing one of them to start the other (including the ability to pass parameters between them).
 - Choosing whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.
- **RatchetX Integration** – RatchetX is a configurable and robust middleware integration tool for Laserfiche. With a single click of a button, new documents can be added to Laserfiche from another application, and users can search Laserfiche directly from the applications they use most. RatchetX is unique in regards to the robust toolset it provides for accessing data from other applications (even the toughest proprietary systems), for use configuring the most common ECM integrations: Indexing, importing/scanning, and executing search queries. In addition, RatchetX provides the capability to create custom integration activities, such as populating a record in another system from the data extracted during the intake process in Laserfiche, or looking up a record in another system from the Laserfiche interface itself (Bi-directional Integration).
 - **LF Integrator GP** – LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
 - **LF Integrator AutoCAD** – LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
 - **GeoDocs: GeoDocs™** is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.
 - **ImageSign for Laserfiche** – ImageSign for Laserfiche allows you to digitally sign documents inside of Laserfiche securely. There are also options for utilizing external signature pads to allow customers & external users to electronically sign documents.
*Created & supported by MCCi only.
 - **LT Systems Laserfiche Integration** – LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems.
*Created & supported by MCCi only.

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- **Case Studies** – MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- **MCCi Listserv** – MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- **Support Center** – This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- **Webinars** – MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- **Seminars** – MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- **User Groups** – MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The **Laserfiche Software Assurance Plan (LSAP)** helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

TRAINING CENTER

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 325 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

PROFESSIONAL SERVICES ANNUAL PACKAGES

MCCi Managed Services or MCCi Laserfiche Administration Services are strongly encouraged to be included with every support renewal.

MANAGED SERVICES

MCCi's Managed Services package provides ongoing additional training and assistance to a client's Laserfiche administrator and users. Pricing is based on MCCi's Systems Engineer hourly rate discounted by 10% through purchasing an advanced block of services per year based on the products purchased. MCCi Managed Services is an annual package and will expire on the same date as your SAP plan. Managed Services can be used for the following professional services/benefits:

- **Additional Training** – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- **Additional System Set Up Consultation** – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- **Remote Implementation of Software Updates** – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- **Annual System Review & Analysis** – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- **Remote Access Support** – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly onsite visits.
- **Laserfiche Certifications** – First priority offering of complimentary Laserfiche certifications on an as available basis.
- **Laserfiche Conference Registration** – First priority offering of complimentary Laserfiche Annual Conference registration on an as available basis.

**Please see our Workflow Configuration Training section for information on Workflow Managed Services.*

LASERFICHE ADMINISTRATION SERVICES

MCCi's Laserfiche Administration Services package is for clients who need a Laserfiche administrator, or additional Laserfiche administration/implementation services. Pricing is based on MCCi's Project Manager hourly rate discounted by 10% through purchasing an advanced block of services per year, based on the products purchased. MCCi's Laserfiche Administration Services is an annual package and will expire on the same date as your SAP plan.

MCCi Responsibilities

- Provide all that is included with MCCi Managed Services Package
- Provide a dedicated Laserfiche Certified Professional
- Laserfiche Administration Services
- Workflow Configuration – Limited to Laserfiche filing workflows
- Laserfiche Forms Configuration – Limited to simple Laserfiche Forms using off the shelf features
- Basic Records Management Module Overview Training
- Scheduled recurring follow-up call upon Client's request

Client Responsibilities

- Configuration and maintenance of backups
- Configuration of any general network, security, or operating system settings outside of Laserfiche
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or 3rd party) for MCCi to work with as necessary
- Providing remote access capabilities as needed. Client also agrees to be present and monitor MCCi technical resources during any configuration changes. If the client requests MCCi to have unattended access, the client assumes all responsibility for the related remote access session(s)

**For complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive*

<i>Description</i>	<i>Managed Services</i>	<i>Laserfiche Administration Services</i>
Additional Training	X	X
Additional System Set Up Consultation	X	X
Remote Implementation of Software Updates	X	X
Annual System Review & Analysis	X	X
Remote Access Support	X	X
First Priority Offering of Laserfiche CPPs & Laserfiche Conference spots	X	X
Dedicated Laserfiche Certified Professional		X
Laserfiche Administration Services		X
Configuration of basic Laserfiche filing workflows		X
Configurations of simple Laserfiche Forms using off the shelf features		X
Basic Records Management Module Overview Training		X
Scheduled recurring follow-up call upon Client's request		X

TECHNICAL SUPPORT

MCCi will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements as recommended by MCCi, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

MCCi does not recommend any version of Windows that is approaching or is beyond the "End of Extended Support Date" specified by Microsoft.

Scanning Station PC

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista
CPU	2.8 GHz processor or faster
Memory	2 GB RAM or more
Communications	TCP/IP
Web browser	Internet Explorer 6.0 or higher

Client

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista
CPU	1 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor
Memory	1 GB RAM or more, Performing OCR: 2 GB RAM
Communications	TCP/IP
Web browser	Internet Explorer 6.0 or higher

Batch Processing Quick Fields Machine

OS	Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later)
CPU	2.8 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor
Memory	4 GB RAM or more
Communications	TCP/IP
High Volume Recommendation	Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz

Laserfiche Application Server

OS	Windows Server 2012 R2, Windows Server 2012, Windows 2008 R2, Server 2008 (Service Pack 2 or Higher)
CPU	Quad-Core Processor, 2.5 GHz Processor or better
Memory	4 - 8 GB RAM
Communications	TCP/IP

Image/File Server Storage

Typical usage factoring is 18,000 black/white standard size images per GB. Clients typically use a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device.

Database Management System

Avante SQL or Rio SQL	SQL Server 2012, SQL Server 2008 R2 Standard, Microsoft SQL Server 2005 (Service Pack 3 or later), Oracle 9i Release 2 (9.2.0.8+), Oracle 10g (10.2.0.4+), Oracle 11g (11.1.0.6+). For MSSQL, MCCi recommends storing the MDF and LDF on different drives. Growth of MDF to 10% – 15% and Log to 5% to 10% of cumulative Laserfiche Volume size is anticipated.
Avante SQL Express	Microsoft SQL Server 2008 Express Edition
	*Note: Oracle or Microsoft SQL Server must be purchased separately. You must additionally purchase enough licensing for your DBMS to support your Laserfiche installation.

Laserfiche Workflow Server

OS	Windows Server 2012 R2, Windows Server 2012, Windows 2008 R2, Server 2008, (Service Pack 2 or Higher)
CPU	4 Core Processor, 2 GHz Processor or better
Memory	4 GB RAM
Communications	TCP/IP

Laserfiche Audit Trail Server

OS	Windows Server 2012 R2, Windows Server 2012, Windows 2008 R2, Server 2008 (Service Pack 2 or Higher)
CPU	Dual Core Processor, 2 GHz Processor or better
Memory	2 – 4 GB RAM
Communications	TCP/IP
Local Storage	C:\ Drive with 40GB or greater available

Web Module Server(s)

Required if	Installing "Web Access" or Public Portal- Weblink"
OS	Windows Server 2012 with IIS 8, Windows Server 2008 R2 with IIS 7
CPU	Dual Core 2.8 GHz or faster processor
Memory	2 GB RAM or more
Viewer	Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 9. Other supported browsers are Firefox, Safari and Chrome

Note	<p>Clients are responsible for any additional security protocol setup/associated fees that are required to provide internal/external web access. An example would be setting up "Kerberos" for thin client active directory authentication, or setting up VPN access to allow Laserfiche's iPad/iPhone applications to connect through the Web Access server.</p> <p>Laserfiche Public Portal – Weblink Per Processor (Unlimited) licensing specifics: The Public Portal License allows unlimited connections per processor, however a large number of connections may affect the Laserfiche application server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). The client must have one Public Portal License for each Laserfiche application server they desire to connect to, and the Public Portal license must be licensed by the appropriate number of processors, which is required to match or exceed the CPUs/processors on the Laserfiche application server that the Public Portal will connect to. For example, the client must have a dual-processor or multiprocessor Public Portal license in order to connect to a Laserfiche Application Server that has two or more processors. Public Portal View Only Licenses may only be used with Weblink; they are not available for other applications.</p>
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OCR Scheduler for Laserfiche

OS	Windows Operation Systems: 32 & 64 bit
Requirements	Laserfiche Version 8 Server (runs as a service), Laserfiche Version 8 Client.
Recommendation	1 dedicated LF Named User license

Scanners

Must use ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at: <http://laserfiche.com/static/Resources/scanlist.html>.

Laserfiche Forms

Laserfiche Server	Version 8.3.2 or higher, Avante or Rio licensing model
Web Server	Windows Server 2008 or Windows 7 with IIS 7 or 7.5, Windows Server 2012
CPU	2.9 GHz or faster processor
Memory	8 GB RAM or more
Database Server	Microsoft SQL Server 2008, 2008 R2, and 2012, and 2012 R2
Client	Laserfiche Forms can be viewed in Chrome, Firefox 3.5 and higher, Internet Explorer 7 and higher, Opera, and Safari (Mac only). It also support mobile browsing from iPad 2 and higher. For best results we recommend using Internet Explorer 9 or higher, Firefox 12 or higher, or Chrome 6 or higher
Note	Internet Explorer 7 users should install Microsoft security update 947864 (MS08-024)

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi, a Limited Liability Company**

Date: December 8, 2015

By:

(Signature)

(Printed Name & Title)

Noted Items Accepted by:

FLORIDA INLAND NAVIGATION DISTRICT, FL

Date:

By:

(Signature)

(Printed Name & Title)

MCCI, a Limited Liability Company and subsidiary of **MUNICIPAL CODE CORPORATION**, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services according to the following terms and conditions.

LASERFICHE SOFTWARE UPGRADE

One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products. To receive any available software credit for prior versions of software, the client must have an active LSAP (support/maintenance, that has not expired).

INTEGRATIONS

3rd party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by the client and considered in the user licensing purchased.

SOFTWARE ASSURANCE PLAN (SAP)

MCCI is your VAR of Record therefore is the sole provider of additional Laserfiche Software and your Laserfiche Software Assurance Plan renewals. Software Support is provided by MCCI and the manufacturer. MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Annual support payment is due in advance of the date of renewal. Reinstatement fees may apply if payment is received more than 30 days after the date of renewal. Any updates requiring shipment of software require Client to pay shipping costs.

Customers may contact MCCI support via MCCI's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 5:00 p.m. local time in the Continental U.S..

LASERFICHE RIO SHARED SERVICES PROVISIONS

The host entity is the owner of the Laserfiche licensing and registered as such with MCCI and Laserfiche corporate. For Laserfiche corporate licensing requirements, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform, and for being the main point of contact for support provided through MCCI.

SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

MCCI SOFTWARE CUSTOMIZATIONS

The customer may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCI, may have an effect on customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCI's customizations.

TEST/EVALUATION SOFTWARE

Purchases of test and/or evaluation software are based on access time periods needed rather than perpetual software licensing.

CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

HARDWARE

MCCI does not support any hardware as part of this contract. If hardware is purchased through MCCI, the client is required to obtain the appropriate warranty and work directly with the manufacturer in regards to hardware support.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS

Travel Expenses: If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

Project Delays: Requests made by the client to cancel/reschedule delivery of services, will cause a delay in delivery of the services and the overall project. The client understands that MCCI will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

ADDITIONAL SERVICES

As an additional service/product under this contract, MCC and MCCI can provide the following:

- Electronic Agenda and Legislative Management (Legistar). MCCI offers Legistar Software and related services which provides electronic automation and creation of Agendas.
- Electronic Agenda and Legislative Management (Legistar). MCCI offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau. MCCI offers scanning, indexing and integration of hard copy documents, microfilm/microfiche, with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Contract Management Software (Contract Assistant). MCCI offers the Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.
- Open Records Request Solution (JustFOIA). MCCI offers its JustFOIA solution to help agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, internet).
- Utility Billing Services (MuniBills). MCCAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TRAVEL EXPENSES

If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the project fees paid to MCCI by the client.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE

Client and MCCI agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor the MCCI will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCI's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCI 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCI.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

BUSINESS PROCESS CONFIGURATION SERVICES – DOCUMENT FILING WORKFLOW

FLORIDA INLAND NAVIGATION DISTRICT

BACKGROUND

The client desires records scanned and imported into Laserfiche to be automatically indexed to ensure consistency with naming and filing conventions.

PROJECT OBJECTIVES

MCCi will implement a filing workflow that routes document types to predefined folder locations upon being scanned or imported. A central "Intake" folder will be created. It is intended that all documents scanned or imported in to Laserfiche will be created in this folder. At the time of creation, the Laserfiche user will select a Template from a predefined list of Templates. Templates will correspond to specific departments.

Within each departmental template, a unique "Document Type" list field will have a predefined list of Document Types to choose from. Based on the Template and Document Type selected by the user, the document will be automatically named and routed based on criteria defined for each Document Type. Other fields in the template may be utilized to appropriately name and file the Document.

BUSINESS PROCESS CONFIGURATION SERVICES (BPCS) CONTROL SHEET

For new clients, this contact info may not be filled out completely until the project begins.

GENERAL INFORMATION

Project Name	Project Manager	Business Owner (key sponsor)	Provider Single Point of Contact
Project Name Here	MCCI PM Here	Provider "Project Champion" Here	Client Primary Contact Here

MCCI SOW PREPARATION INFORMATION

Author	Date
Author of this document here	Date of draft completion
Phone Number	E-Mail
Author's phone number here	Author's e-mail here

CLIENT DECISION MAKER

Name	Title and Organization	Signature	Approval Date
Names of approvers and reviewers from both sides here			

CLIENT PROJECT STAKEHOLDERS

Name	Title and Organization	Email	Phone Number
Names of approvers and reviewers from both sides here			

CHANGE ORDER HISTORY

The table below is meant to be blank at the time of the initial SOW approval. The purpose is to have a mechanism for documenting Change Orders and the associated approvals, if/when Change Orders are requested by The Client.

Change Order Description	Signature of Client Decision Maker	Approval Date

SCOPE**INCLUDED**

Requirement	Solution
Workflow Server must be installed, and client must be licensed for Laserfiche Workflow (All Avante and Rio clients are licensed for Workflow).	MCCi will remotely connect to the client's Workflow server. Workflow will be downloaded and installed.
Templates must be built to accommodate required metadata for routing and document naming purposes.	MCCi will use the list of Document Types and corresponding Metadata and proposed Folder Structures provided by the client as a guide. Using the client's Administration Console, MCCi will create the templates. It is required that the client provide the requested Document Types and corresponding Metadata guide. Each template requested will have a unique "Document Type" field.
Routing Workflow must be configured.	MCCi will connect remotely to the Workflow server. This may be done through GoToMeeting or through a VPN connection provided by the client. While connected, the Workflow will be configured and tested. This may require multiple sessions across multiple days.

Written instructions for utilizing the Workflow must be given to the client, and remote training must be held.	MCCi will write an e-mail detailing how the Workflow process works, not including screenshots. The MCCi Project Manager will also have a phone call and a train-the-trainer session with the client to perform knowledge transfer.
Workflow must go through User Acceptance Testing.	The client will need to test the Workflow. Written acceptance must be received by the MCCi Project Manager. If revisions are requested, these will be send to the MCCi Project Manager.
Requested revisions must be made.	MCCi will make requested revisions if they fit within the scope of this project. This may require additional remote connection sessions.

EXCLUDED

- MCCi will not provide detailed training documentation. If desired, MCCi will review training documentation created by the client.
- Unless otherwise defined in the Scope of Work, MCCi will not assist in scoping out the naming convention and folder structures for use with this Workflow. The scope of this project is limited to creating a Workflow to facilitate detailed requirements provided by the client in advance of commencement of Workflow development. All new client projects typically include assistance in scoping out naming conventions and folder structures, please check your pricing proposal for details or discuss with your Account Executive.
- No more than 15 document types will be configured, regardless of how many templates and unique "Documents Type" fields are created. If all 15 document types included in this scope are not configured during the initial configuration of this project, remaining document types are not configurable at a later date without a separate Statement of Work.
- Records Management Edition "Record Series" and "Records Folder" configuration is not included. "Transparent Records Management" configuration is available as a different service offering.
- Upgrading to the latest version of Workflow is not included in the scope of this SOW, however, it may be covered by a separate SOW.

CLIENT COMMITMENTS

Commitment	Responsible
If requested by the MCCi Project Manager, client will be required to provide VPN or some other remote access.	Client IT Department
Client will connect to one or more remote GoToMeeting sessions set up by MCCi.	Client Project Manager
Client will provide detailed documentation describing all of the document types to be utilized by the Workflow, as well as the metadata required for each document type, and instructions on how that metadata will be used to map a document naming convention and folder structure for each document type.	Client Project Manager

CHANGE MANAGEMENT

As this project progresses, it may be necessary to amend the Statement of Work (SOW). The Client understands that any change to the original SOW will affect the total hours billed and may extend the date of project completion. If necessary, the client will send a written request to MCCi outlining a requested change. MCCi will assess the change and provide the customer with a formal Scope Change Statement of Work. This revised SOW will include the full scope of the change request, as well as any additional cost that may be necessary to implement the change.

It may be necessary to halt work on this project while the client reviews the Scope Change. After receiving the Scope Change Statement of Work, the client must return a signed approval of the Scope Change to MCCi before work may proceed on the project.

ISSUE ESCALATION

Mechanisms for problem resolution and issue escalation. The following contact information is used for resolution and escalation by The Client of any unresolved issues and tasks. MCCi will acknowledge escalations in writing to include steps toward escalation resolution.

Name	Responsibility/Role	Contact Number	Email
Primary MCCi Project manager here	Project Manager, MCCi		
Gareth Cales	Director of Project Management, MCCi	850-701-0710	gcales@mccinnovations.com

TERMS & CONDITIONS

Project based pricing and billing: MCCi has included a not to exceed number of hours for this project. The entire amount will be billed out upon completion of the specific tasks/requirements noted herein. Billing in excess of the project price requires The Client's approval and will only occur if the actual time required exceeds the "up to" number of hours included in the pricing of the services. Any approved excess billing will be based the amount of hours and MCCi's hourly rates.

Business Process Configuration Service SOW Drafting/Approval: The drafting process is a collaborative effort in which the client must provide accurate data in order for the SOW to thoroughly reflect requirements. If the data provided by the client is inaccurate or incomplete, Change Orders and an increased budget may be necessary. The time spent by MCCi's Project Management staff to draft the SOW has been included in the not to exceed project cost.

Change Orders: As this project progresses, it may be necessary to amend the Statement of Work (SOW). The Client understands that any change to the original SOW will affect the total hours billed and may extend the date of project completion. Change orders require formal documentation and approval by both parties. Please see Change Management Section above.

Additional Configuration Services: It is likely that Business Processes will change or that enhancements to the configured Business Processes will be requested after this project is completed. With the exception of Clients who pre-pay for block professional services time, or clients who have agreed to a paid for maintenance plan specifically related to the configuration, the Client will be charged based on the then current MCCi professional service rate for any additional Business Process Configuration Services requested, quoted to, and approved by The Client.

Software Licensing Needs: Any additional software licensing needs related to this service/process configuration, have not been considered or included as part of the scope of services. The Client is responsible for ensuring that the required software licensing is available.

Client Staffing Changes: In the event that the primary Client contacts change during the project, a change order may be required for training time and other related process changes caused by the staffing change.

Infrastructure/Hardware: It is The Client's responsibility to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the Business Process Configuration, related software, etc.

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Our History

MCCi understands the challenges organizations face every day with paper based processes. We provide innovative solutions that improve efficiency, productivity and organizational structure. MCCi has spent the last 10 years working with Cities, Counties, State Commercial Businesses etc. on records and document management, document scanning, business workflow and open records request. Since 2008, we are passionate about helping organizations run their office more efficiently – saving time, money and resources.

1951

Founded [Municipal Code Corporation \(Municode\)](#)

1998

Municode became an authorized reseller of [Laserfiche](#)

1999

First client to purchase [Laserfiche](#) (Sanford, Florida)

2001

MCCi was established to focus our efforts being a [Laserfiche](#) authorized reseller

2003

Joined the Laserfiche Winner Circle and became the Top Public Sector VAR for the first time and has maintained this title ever since

2006

City of La Porte, Texas was our 400th client
MCCi began selling legislative agenda solutions

2011

Established partnership with [Microsoft](#)

2012

Became a Laserfiche Gold Certified Reseller

Created The Training Center for Laserfiche with our clients in mind, as a way to ensure users always remain up to date on training.

2014

Created JustFOIA open records request management solution.

Contact Us

MCCi
P.O. Box 2235
Tallahassee, FL 32316
(800) 342-2633

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QUOTE

Brad Gomberg
Novos Networks

6082 Pompano St.
Jupiter, FL 33458
561-252-1079
aiphix@hotmail.com

INVOICE NO. 6496
DATE January 4, 2016
CUSTOMER ID ZG648974
EXPIRATION DATE 1/1/2016

TO Florida Inland Navigation District

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TAX	LINE TOTAL
34.00	Labor	Laserfiche Implementation	120.00		\$ 4,080.00
TOTAL DISCOUNT					
				SUBTOTAL	\$ 4,080.00
				SALES TAX	
				TOTAL	\$ 4,080.00



January 4, 2016

Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Proposal for Seagrass Mitigation Area Evaluation, ICWW in Broward County

Dear Mr. Crosley:

Per the board's request, we have prepared the attached scope of services and cost proposal to identify and evaluate FIND-owned or -managed properties potentially available for seagrass mitigation in Broward County. Attachment A provides details of the proposed scope of services and an estimated schedule. We propose to provide these services for a fixed fee amount of \$28,752. Attachment B provides our costs by task.

If you have any questions concerning this proposal, please contact me at (904) 731-7040.

Sincerely,

John Adams, P.E.
Senior Advisor

Attachments

**SEAGRASS MITIGATION SITE EVALUATION
BROWARD COUNTY, FLORIDA**

**ATTACHMENT A
SCOPE OF WORK**

Seagrass Mitigation Site Evaluation – Broward County

Scope of Work

Introduction

Maintenance dredging of Florida's Intracoastal Waterway (ICWW) requires compliance with state and federal environmental planning and regulatory programs. Mitigation for dredging operations' adverse impacts to environmental resources is part of such compliance. Damage to seagrass represents one of the most difficult environmental impacts to mitigate. Seagrass occurs in the vicinity of the ICWW from Brevard County south through Dade County. Impacts to seagrass may result from dredging site operations and pipeline placement and operation. Mitigation for seagrass impacts may become quite costly for individual dredging projects and may cause substantial delays in acquisition of environmental permits and implementation of maintenance dredging. Anticipating need for seagrass mitigation, the Florida Inland Navigation District (FIND) wishes to identify areas under its control that may serve as seagrass mitigation sites. The scope of work below describes the effort to identify such properties for the Broward County segment of the ICWW.

Task 1. Inventory Properties

Taylor Engineering will identify parcels owned by or under easement to FIND or the USACE that may contain areas suitable for seagrass mitigation. We will examine FIND-provided GIS information, digitize and examine 12 USACE real estate maps, and review aerial photographs to identify FIND-managed parcels or parcels under easement to the USACE. The state of Florida and private landowners granted many such easements to the USACE for ICWW right of way and channel maintenance. Parcels potentially useful for seagrass mitigation may contain spoil islands and open water adjacent to the ICWW or upland areas adjacent to the shoreline. We will submit the list of potentially suitable properties to FIND for review and verification of ownership and property identifier designations.







Task 2. Evaluate Seagrass Mitigation Potential

For those properties identified as potentially suitable for mitigation in Task 1, we will locate aquatic and terrestrial habitats based on examination of the aerial photographs. For each property we will, to the extent possible, identify land and aquatic cover and determine areas apparently suitable for seagrass mitigation. Suitable seagrass mitigation areas could include 1) uplands that could be excavated or 2) submerged land that could be filled to create subtidal sediment elevations favorable for seagrass colonization. We will create GIS coverages with the locations of potential seagrass mitigation sites, mitigation area configuration, and estimated seagrass mitigation acreage. All mapping will derive from evaluation of the aerial photographs; this scope of work does not include field verification of the photographic signatures.

Task 3. Report and Deliverables

Taylor Engineering will describe the evaluation methods and the results of this work in a written report. The report will include a tabular listing of all areas determined as potentially suitable for seagrass mitigation and will briefly discuss the characteristics of those areas. Taylor Engineering will provide a draft final report for FIND review. Upon receipt of FIND review comments, Taylor Engineering will revise the report and submit a final report in digital (.pdf) and hardcopy (three copies) formats. Digital files of the GIS coverages will accompany the report.

Estimated Schedule

Task		Months from Notice to Proceed				
		1	2	3	4	5
1	Inventory Properties					
1	FIND Review					
2	Evaluate Seagrass Mitigation Potential					
3	Draft Final Report					
3	FIND Review					
3	Final Report and Deliverables					

**SEAGRASS MITIGATION SITE EVALUATION
BROWARD COUNTY, FLORIDA**

**ATTACHMENT B
COSTS**

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2015-190: FIND BROWARD CO. SEAGRASS MITIGATION SITE EVALUATION

TASK 1: Inventory Properties

<i>Labor</i>	Hours	Cost (\$)	Task Totals
President	0.5	120.00	
Senior Advisor	1.5	279.00	
Director	3.0	477.00	
Senior Professional	36.0	5,076.00	
Senior Technical Support	84.0	9,072.00	
Administrative	2.0	104.00	
Total Man-Hours	127.0		
Labor Cost			15,128.00
<i>Total Task 1</i>			\$ 15,128.00

TASK 2: Evaluate Seagrass Mitigation Potential

<i>Labor</i>	Hours	Cost (\$)	Task Totals
President	0.5	120.00	
Senior Advisor	1.0	186.00	
Director	4.0	636.00	
Senior Professional	32.0	4,512.00	
Senior Technical Support	8.0	864.00	
Total Man-Hours	45.5		
Labor Cost			6,318.00
<i>Total Task 2</i>			\$ 6,318.00

TASK 3: Report and Deliverables

<i>Labor</i>	Hours	Cost (\$)	Task Totals
President	1.0	240.00	
Senior Advisor	3.0	558.00	
Director	5.0	795.00	
Senior Professional	30.0	4,230.00	
Editor	2.5	247.50	
Senior Technical Support	10.0	1,080.00	
Administrative	3.0	156.00	
Total Man-Hours	54.5		
Labor Cost			7,306.50
<i>Total Task 3</i>			\$ 7,306.50

Project Total \$ 28,752.50



January 4, 2016

Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Proposal for Seagrass Mitigation Area Identification, ICWW in Dade County

Dear Mr. Crosley:

Per the board's request, we have prepared the attached scope of services and cost proposal to identify and evaluate FIND-owned or -managed properties potentially available for seagrass mitigation in Dade County. Attachment A provides details of the proposed scope of services and an estimated schedule. We propose to provide these services for a fixed fee amount of \$20,748. Attachment B provides our costs by task.

If you have any questions concerning this proposal, please contact me at (904) 731-7040.

Sincerely,

John Adams, P.E.
Senior Advisor

Attachments

**SEAGRASS MITIGATION SITE EVALUATION
DADE COUNTY, FLORIDA**

**ATTACHMENT A
SCOPE OF WORK**

Seagrass Mitigation Site Evaluation – Dade County

Scope of Work

Introduction

Maintenance dredging of Florida's Intracoastal Waterway (ICWW) requires compliance with state and federal environmental planning and regulatory programs. Mitigation for dredging operations' adverse impacts to environmental resources is part of such compliance. Damage to seagrass represents one of the most difficult environmental impacts to mitigate. Seagrass occurs in the vicinity of the ICWW from Brevard County south through Dade County. Impacts to seagrass may result from dredging site operations and pipeline placement and operation. Mitigation for seagrass impacts may become quite costly for individual dredging projects and may cause substantial delays in acquisition of environmental permits and implementation of maintenance dredging. Anticipating need for seagrass mitigation, the Florida Inland Navigation District (FIND) wishes to identify areas under its control that may serve as seagrass mitigation sites. The scope of work below describes the effort to identify such properties for the Dade County segment of the ICWW.

Task 1. Inventory Properties

Taylor Engineering will identify parcels owned by or under easement to FIND or the USACE that may contain areas suitable for seagrass mitigation. We will examine FIND-provided GIS information, digitize and examine 5 USACE real estate maps, and review aerial photographs to identify FIND-managed parcels or parcels under easement to the USACE. The state of Florida and private landowners granted many such easements to the USACE for ICWW right of way and channel maintenance. Parcels potentially useful for seagrass mitigation may contain spoil islands and open water adjacent to the ICWW or upland areas adjacent to the shoreline. We will submit the list of potentially suitable properties to FIND for review and verification of ownership and property identifier designations.

Task 2. Evaluate Seagrass Mitigation Potential







For those properties identified as potentially suitable for mitigation in Task 1, we will locate aquatic and terrestrial habitats based on examination of the aerial photographs. For each property we will, to the extent possible, identify land and aquatic cover and determine areas apparently suitable for seagrass mitigation. Suitable seagrass mitigation areas could include 1) uplands that could be excavated or 2) submerged land that could be filled to create subtidal sediment elevations favorable for seagrass colonization. We will create GIS coverages with the locations of potential seagrass mitigation sites, mitigation area configuration, and estimated seagrass mitigation acreage. All mapping will derive from evaluation of the aerial photographs; this scope of work does not include field verification of the photographic signatures.

Task 3. Report and Deliverables

Taylor Engineering will describe the evaluation methods and the results of this work in a written report. The report will include a tabular listing of all areas determined as potentially suitable for seagrass mitigation and will briefly discuss the characteristics of those areas. Taylor Engineering will provide a draft final report for FIND review. Upon receipt of FIND review comments, Taylor Engineering will revise the report and submit a final report in digital (.pdf) and hardcopy (three copies) formats. Digital files of the GIS coverages will accompany the report.

ATTACHMENT A

Estimated Schedule

Task		Months from Notice to Proceed				
		1	2	3	4	5
1	Inventory Properties					
1	FIND Review					
2	Evaluate Seagrass Mitigation Potential					
3	Draft Final Report					
3	FIND Review					
3	Final Report and Deliverables					

**SEAGRASS MITIGATION SITE EVALUATION
DADE COUNTY, FLORIDA**

**ATTACHMENT B
COSTS**

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2015-191: FIND DADE CO. SEAGRASS MITIGATION SITE EVALUATION

TASK 1: Inventory Properties

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
President	0.5	120.00	
Senior Advisor	1.5	279.00	
Director	3.0	477.00	
Senior Professional	24.0	3,384.00	
Senior Technical Support	36.0	3,888.00	
Administrative	2.0	104.00	
Total Man-Hours	67.0		
Labor Cost			8,252.00
<i>Total Task 1</i>			<i>\$ 8,252.00</i>

TASK 2: Evaluate Seagrass Mitigation Potential

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
President	0.5	120.00	
Senior Advisor	1.0	186.00	
Director	4.0	636.00	
Senior Professional	24.0	3,384.00	
Senior Technical Support	8.0	864.00	
Total Man-Hours	37.5		
Labor Cost			5,190.00
<i>Total Task 2</i>			<i>\$ 5,190.00</i>

TASK 3: Report and Deliverables

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
President	1.0	240.00	
Senior Advisor	3.0	558.00	
Director	5.0	795.00	
Senior Professional	30.0	4,230.00	
Editor	2.5	247.50	
Senior Technical Support	10.0	1,080.00	
Administrative	3.0	156.00	
Total Man-Hours	54.5		
Labor Cost			7,306.50
<i>Total Task 3</i>			<i>\$ 7,306.50</i>

Project Total \$ 20,748.50



December 18, 2015

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Annual Adjustment of Billing Rates

Dear Mr. Crosley:

Please find attached our proposed schedule of billing rates effective January 1, 2016 through December 31, 2016 (Attachment 1). Attachment 1 includes our currently effective rates for comparison and notes the percentage change with the proposed rate for each staff category. Variations in the percentage increase by labor category result from changes in staffing, such as new hires and promotions. As noted in Attachment 1, the average percentage increase in rates for 2016 is 2.0% for all staff and 3.4% for professional and technical staff.

We have split the Senior and Staff CAD/GIS Technician labor categories into separate CAD and GIS categories. These two disciplines represent distinct skill sets requiring different education and training. While these two skill sets had very similar salary structures in the past, we have seen greater divergence in the past couple of years. Splitting the categories provides rates that more accurately reflect the services we provide to the FIND in these areas of expertise.

So that you can fairly evaluate our rates, we also include supporting documentation comparing our fully-burdened rates in Attachment 1 with industry averages (Attachments 2 and 3). Attachment 2 provides a comparison of the direct salaries included in our proposed rates with the Florida Department of Transportation's (FDOT) average negotiated rates for the period May 25, 2015 through November 24, 2015 and with the *Zweig Group 2015 Salary Survey of Northeast & South Atlantic Engineering Firms*. As noted in Attachment 2, our average proposed direct rates are lower than the average of both FDOT and Zweig Group rates. Considering that both sources base their information on 2014 and 2015 salaries, we feel that our direct rates for 2016 are fair and reasonable.

Furthermore, Attachment 3 provides average overhead rates, as audited by the FDOT from 2012 to 2014, which is the most recently published data. The average FDOT home office overhead rate is 170.86%. For comparison purposes, our proposed overhead rate is 167% of direct labor, which is reflected in the burdened rates included in Attachment 1. Therefore, we feel that our overhead rate is also fair and reasonable.

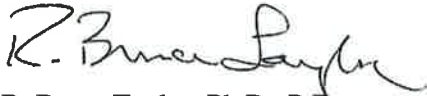
Finally, our fully-burdened rates in Attachment 1 include our standard 12% profit. This is the standard profit we charge our clients and the profit on labor the FIND has granted us in the past.

Mark Crosley
December 16, 2015
Page 2 of 2

As previously authorized by the FIND, we include a 10% fee on subcontractor and other direct costs.

Thank you for your consideration of this request. Please let me know if I can answer any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Bruce Taylor". The signature is fluid and cursive, with the first name "R." and last name "Taylor" clearly distinguishable.

R. Bruce Taylor, Ph.D., P.E.
CEO/Chairman of the Board

Attachments

RBT/lar

ATTACHMENT 1

TAYLOR ENGINEERING, INC.
PROPOSED HOURLY RATES FOR
FLORIDA INLAND NAVIGATION DISTRICT

Effective Date: 1/1/2016
 Expiration Date: 12/31/2016
 Fee on Subconsultants & ODC's: 10%

Labor Category	Current Burdened Hourly Rate	Proposed Burdened Hourly Rate**	% Change
R. Bruce Taylor, Ph.D.	\$ 310.00	\$ 310.00	0.0%
President	240.00	240.00	0.0%
Vice President	185.00	187.00	1.1%
Senior Advisor	186.00	188.00	1.1%
Director	159.00	166.00	4.4%
Senior Professional*	141.00	148.00	5.0%
Project Professional*	106.00	109.00	2.8%
Staff Professional*	86.00	86.00	0.0%
Technical Editor	99.00	102.00	3.0%
Senior CAD Designer*	108.00	113.00	4.6%
Staff CAD Designer*	83.00	83.00	0.0%
Senior GIS Specialist*	108.00	115.00	6.5%
Staff GIS Analyst*	83.00	85.00	2.4%
Administrative	52.00	52.00	0.0%
 Average Billing Rate — All Staff	 139.00	 141.71	 2.0%
 Average Billing Rate — Professional & Technical Staff	 102.14	 105.57	 3.4%

*Included in calculation of *Average Billing Rate — Professional & Technical Staff*

**Includes direct salary, overhead (including fringe benefits), and profit

ATTACHMENT 2

Taylor Engineering, Inc.
Comparison of Proposed Rates to FDOT Average Negotiated Rates
and Zweig Group Average Salaries

Labor Category	Direct Rate Proposed	Equivalent FDOT Job Classification	FDOT Average Rate	Equivalent Zweig-White Classification	Zweig Group Average Rate
R. Bruce Taylor, Ph.D.	103.68	No comparison		No comparison	
President	80.27	Chief Engineer	73.85	President	88.09
Vice President	62.54	Chief Engineer	73.85	Vice President	74.70
Senior Advisor	62.88	Senior Engineer	59.23	Principal Engineer	71.81
		Chief Engineer	73.85	Department Manager	59.12
Director	55.52	Project Manager	60.96	Department Manager	59.12
Senior Professional	49.50	Project Manager	60.96	Project Manager	46.83
		Senior Engineer	59.23		
Project Professional	36.45	Project Engineer	42.49	Project Engineer	35.48
		Engineer	35.14		
Staff Professional	28.76	Engineering Intern	27.96	Entry-level Engineer	26.42
Technical Editor	34.11	No comparison		No comparison	
Senior CAD Designer	37.79	Senior Designer	39.19	Senior Civil Eng. Tech. CAD Manager	31.91 36.67
Staff CAD Designer	27.76	Designer	30.72	Mid-level Civil Eng. Tech.	24.64
		CADD/Computer Tech	26.93		
Senior GIS Specialist	38.46	GIS Specialist (75th Percentile)	33.49	GIS Department Manager	43.43
				GIS Project Manager	34.81
Staff GIS Analyst	28.43	GIS Specialist	29.28	Project GIS Professional	30.40
Administrative	17.39	Secretary/Clerical	21.34	Administrative Assistant	19.71
Average Rate ¹	43.81	Average Rate ¹	46.18	Average Rate ¹	45.36

¹ Average Rate excludes categories that have no comparison to FDOT and Zweig-White job classifications.

Attachment 3

Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates

Updated: January 7, 2015

<u>RATE</u>	<u># OBS.</u>	<u>HIGH</u>	<u>LOW</u>	<u>MEAN</u>
Home Office Overhead	1011	241.15%	117.10%	170.86%
Field Office Overhead	467	176.71%	84.19%	124.19%
Home Office Expense	928	35.99%	0.610%	10.12%
Field Office Expense	413	33.46%	1.10%	13.26%
FCCM	912	1.996%	0.035%	0.380%

The averages were calculated using three years worth of audit data, after eliminating the highest and lowest 5%. Self-certified rates, interim rates, and rates determined from job cost accounting system reviews were also eliminated from the calculations, since they are unaudited rates.

The average overhead, expense, and FCCM rates are to be used for comparatively assessing consultant cost control efforts, in accordance with Section 5.0, Negotiation of Operating Margin.

The averages will be used as caps on maximum awarded overhead (indirect costs) rates for firms who submit unaudited rates, including interim reimbursement rates, self-certified reimbursement rates, and job cost accounting system review reimbursement rates for use on professional services contracts.

ALCALDE & FAY

GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

December 16, 2015

MEMORANDUM

TO: Mark Crosley, Executive Director
Janet Zimmerman, Assistant Executive Director

FROM: Jim Davenport

SUBJECT: Federal Legislative Report: Omnibus Appropriations Bill Unveiled

Last night, Congress unveiled the fiscal year (FY) 2016 Omnibus Appropriations bill, which will provide discretionary funding for the federal government for the current fiscal year. The bill includes funding for the 12 annual appropriations bills through September 30, 2016. The bill includes increased domestic discretionary funding provided by the Bipartisan Budget Act of 2015, which was enacted on November 2.

Of importance to the Florida Inland Navigation District, the bill includes \$700,000 for the Intracoastal Waterway that was requested by the Administration (see attached). The bill also includes, under the Additional Funding for Ongoing Work section, \$23.5 million for Navigation Maintenance, \$45 million for Inland Waterways and \$48 million for Small, Remote or Subsistence Navigation (see attached). These accounts are utilized by the Corps, during the creation of the FY 2016 Work Plan, to fund maintenance dredging projects for low commercial use waterways and harbors. Congress provided the Corps with language outlining priorities that the Corps shall consider when allocating these funds (see attached).

As you know, we have been working with your congressional delegation to obtain their assistance in sending a letter to the Corps of Engineers Secretary Jo-Ellen Darcy requesting funding in the FY 2016 Work Plan for the Atlantic Intracoastal, Intracoastal and Okeechobee Waterways. The letter was sent to Sec. Darcy on December 10 and we sent a copy of the letter to you the following day. The letter was led by Representatives Lois Frankel and Bill Posey, and supported by Representatives Corrine Brown, Alcee Hastings, Debbie Wasserman Schultz, Ted Deutch, Patrick Murphy, Ileana Ros-Lehtinen, Mario Diaz-Balart, Carlos Curbelo and Frederica Wilson. We emailed a copy of the letter to Stacey Brown, Deputy Chief for the South Atlantic Division Regional Integration Team; Jeffrey McKee, Coastal Navigation Program Manager; and Shelley Trulock, Project Manager. All three acknowledged receipt of the letter.

Upon the enactment of the omnibus, which should occur within the next week, the Corps will have 60 days to finalize Work Plan. We will continue to monitor progress on the Work Plan and weigh in with the Corps accordingly.

We will keep you up to date on our work. Please contact us with any questions.

CORPS OF ENGINEERS - OPERATION AND MAINTENANCE
(AMOUNTS IN THOUSANDS)

	BUDGET REQUEST	FINAL BILL
FLORIDA		
CANAVERAL HARBOR, FL	4,430	4,430
CENTRAL & SOUTHERN FLORIDA, FL	14,683	14,683
ESCAMBIA AND CONECH RIVERS, FL & AL	1,123	1,123
INSPECTION OF COMPLETED WORKS, FL	1,450	1,450
INTRACOASTAL WATERWAY, JACKSONVILLE TO MIAMI, FL	700	700
JACKSONVILLE HARBOR, FL	6,100	6,100
JIM WOODRUFF LOCK AND DAM, LAKE SEMINOLE, FL, AL & GA	7,269	7,269
MANATEE HARBOR, FL	400	400
MIAMI HARBOR, FL	250	250
OKEECHOBEE WATERWAY, FL	2,750	2,750
PALM BEACH HARBOR, FL	3,200	3,200
PANAMA CITY HARBOR, FL	1,840	1,840
PORT EVERGLADES HARBOR, FL	300	300
PROJECT CONDITION SURVEYS, FL	1,425	1,425
REMOVAL OF AQUATIC GROWTH, FL	3,200	3,200
SCHEDULING RESERVOIR OPERATIONS, FL	33	33
SOUTH FLORIDA ECOSYSTEM RESTORATION, FL	7,181	6,970
TAMPA HARBOR, FL	9,500	9,500
WATER/ENVIRONMENTAL CERTIFICATION, FL	40	40
GEORGIA		
ALLATOONA LAKE, GA	7,406	7,406
APALACHICOLA, CHATTAHOOCHEE AND FLINT RIVERS, GA, AL & FL	1,525	1,525
ATLANTIC INTRACOASTAL WATERWAY, GA	176	176
BRUNSWICK HARBOR, GA	5,808	5,808
BUFORD DAM AND LAKE SIDNEY LANIER, GA	12,141	12,141
CARTERS DAM AND LAKE, GA	7,584	7,584
HARTWELL LAKE, GA & SC	11,175	11,175
INSPECTION OF COMPLETED ENVIRONMENTAL PROJECTS, GA	12	12
INSPECTION OF COMPLETED WORKS, GA	190	190
J STROM THURMOND LAKE, GA & SC	9,887	9,887
PROJECT CONDITION SURVEYS, GA	125	125
RICHARD B RUSSELL DAM AND LAKE, GA & SC	8,065	8,065
SAVANNAH HARBOR, GA	17,321	17,321
SAVANNAH RIVER BELOW AUGUSTA, GA	105	105
WEST POINT DAM AND LAKE, GA & AL	7,000	7,000
HAWAII		
BARBERS POINT HARBOR, HI	317	317
HONOLULU HARBOR, HI	5,600	933
INSPECTION OF COMPLETED WORKS, HI	725	725
KIKIAOLA SMALL BOAT HARBOR, KAUAI, HI	5,000	3,500
PORT ALLEN HARBOR, KAUAI, HI	773	773
PROJECT CONDITION SURVEYS, HI	798	798

CORPS OF ENGINEERS - OPERATION AND MAINTENANCE
(AMOUNTS IN THOUSANDS)

	BUDGET REQUEST	FINAL BILL
R D BAILEY LAKE, WV	2,266	2,266
STONEWALL JACKSON LAKE, WV	1,160	1,160
SUMMERSVILLE LAKE, WV	2,432	2,432
SUTTON LAKE, WV	2,412	2,412
TYGART LAKE, WV	2,397	2,397
WISCONSIN		
EAU GALLE RIVER LAKE, WI	808	808
FOX RIVER, WI	2,489	2,489
GREEN BAY HARBOR, WI	2,885	2,885
INSPECTION OF COMPLETED WORKS, WI	52	52
KEWAUNEE HARBOR, WI	15	15
MANITOWOC HARBOR, WI	845	845
MILWAUKEE HARBOR, WI	1,600	1,600
PROJECT CONDITION SURVEYS, WI	304	304
STURGEON BAY HARBOR AND LAKE MICHIGAN SHIP CANAL, WI	19	19
SURVEILLANCE OF NORTHERN BOUNDARY WATERS, WI	567	567
WYOMING		
INSPECTION OF COMPLETED ENVIRONMENTAL PROJECTS, WY	12	12
INSPECTION OF COMPLETED WORKS, WY	74	74
JACKSON HOLE LEVEES, WY	2,104	2,104
SCHEDULING RESERVOIR OPERATIONS, WY	234	234
SUBTOTAL, PROJECTS LISTED UNDER STATES	2,523,734	2,513,305
REMAINING ITEMS		
ADDITIONAL FUNDING FOR ONGOING WORK		
NAVIGATION MAINTENANCE	---	23,529
DEEP-DRAFT HARBOR AND CHANNEL	---	250,000
DONOR AND ENERGY TRANSFER PORTS	---	25,000
INLAND WATERWAYS	---	45,000
SMALL, REMOTE, OR SUBSISTENCE NAVIGATION	---	48,000
OTHER AUTHORIZED PROJECT PURPOSES	---	35,100
AQUATIC NUISANCE CONTROL RESEARCH	675	675
ASSET MANAGEMENT/FACILITIES AND EQUIP MAINT (FEM)	3,250	3,250
BUDGET MANAGEMENT SUPPORT FOR O&M BUSINESS PROGRAMS		
STEWARDSHIP SUPPORT PROGRAM	1,000	1,000
PERFORMANCE-BASED BUDGETING SUPPORT PROGRAM	3,939	3,939
RECREATION MANAGEMENT SUPPORT PROGRAM	1,650	1,650
OPTIMIZATION TOOLS FOR NAVIGATION	322	322
CIVIL WORKS WATER MANAGEMENT SYSTEM (CWWMS)	15,000	15,000
COASTAL INLET RESEARCH PROGRAM	2,700	2,700
COASTAL OCEAN DATA SYSTEM (CODS)	3,000	5,400
CULTURAL RESOURCES (NAGPRA/CURATION)	6,000	6,000

Updated Capability.—The agreement adjusts some project-specific allocations downward from the budget request based on updated information regarding the amount of work that could be accomplished in fiscal year 2016.

Lowell Creek Tunnel, Alaska.—Currently, there are problems with the existing Lowell Creek Tunnel. The Corps is encouraged to include in future budget requests a study for an alternative method of flood diversion for Lowell Canyon. The Water Resources Development Act of 2007 transferred responsibility for long-term maintenance and repair to the Corps until a new alternative was built, or for 15 years, whichever was earlier. The Corps has not progressed towards developing an alternative, and the City of Seward cannot afford the estimated \$1,500,000 per year in operation and maintenance costs of the tunnel.

Additional Funding for Ongoing Work.—When allocating the additional funding provided in this account, the Corps shall consider giving priority to the following:

1. ability to complete ongoing work maintaining authorized depths and widths of harbors and shipping channels, including where contaminated sediments are present;
2. ability to address critical maintenance backlog;
3. presence of the U.S. Coast Guard or other water safety or police force presence;
4. extent to which the work will enhance national, regional, or local economic development, including domestic manufacturing capacity;
5. extent to which the work will promote job growth or international competitiveness;
6. number of jobs created directly by the funded activity;
7. ability to obligate the funds allocated within the fiscal year;
8. ability to complete the project, separable element, project phase, or useful increment of work within the funds allocated;
9. the risk of imminent failure or closure of the facility; and
10. for harbor maintenance activities,
 - a. total tonnage handled;
 - b. total exports;
 - c. total imports;
 - d. dollar value of cargo handled;
 - e. energy infrastructure and national security needs served;
 - f. designation as strategic seaports;
 - g. lack of alternative means of freight movement; and
 - h. savings over alternative means of freight movement.

Additional funding provided for donor ports and energy transfer ports shall be allocated in accordance with section 2106 of the WRRDA. Of the funds made available for donor ports, 50 percent of such funds shall be allocated equally among eligible donor ports and 50 percent shall be allocated based on

Congress of the United States
Washington, DC 20515

December 10, 2015

The Honorable Jo-Ellen Darcy
Assistant Secretary of the Army for Civil Works
Headquarters, US Army Corps of Engineers
441 G. Street, NW
Washington, DC 20314-1000

Dear Secretary Darcy:

We are writing on behalf of the Florida Inland Navigation District, the local sponsor of the Intracoastal Waterway (IWW), Atlantic Intracoastal Waterway (AIWW) and Okeechobee Waterway (OWW) in Florida, to request fiscal year 2016 funding for maintenance dredging projects in the IWW and OWW.

The continued maintenance of the IWW and OWW in Florida are vital to the State's economy. The Intracoastal Waterway annually transports over 500,000 recreational vessels; provides \$11.9 billion in economic output, which includes \$3 billion in personal wages and 66,631 jobs; generates \$540 million in tax revenues and increases property values by \$19.4 billion. Studies have shown that these benefits would be reduced by 45% if the waterway is not properly maintained.

The OWW annually transports tons of commercial cargo, has recreation visitation by 6.6 million people and a National Economic Development (NED) value of over \$55 million. The Corps of Engineers has estimated the average annual NED impact to navigation and recreation through the loss of operation and maintenance activities to be \$22.7 million.

As the Army Corps of Engineers reviews projects that are ready to be executed in FY 2016, we ask that you give strong consideration to funding Florida's IWW and OWW dredging projects. Details on the specific projects are attached.

Thank you for your careful consideration of our request.

Sincerely,



Lois Frankel
Member of Congress



Bill Posey
Member of Congress



Corrine Brown
Member of Congress



Ileana Ros-Lehtinen
Member of Congress



Alcee L. Hastings
Member of Congress



Mario Diaz-Balart
Member of Congress



Debbie Wasserman Schultz
Member of Congress



Carlos Curbelo
Member of Congress



Theodore E. Deutch
Member of Congress



Frederica S. Wilson
Member of Congress



Patrick E. Murphy
Member of Congress

FEDERAL APPROPRIATION REQUESTS for the INTRACOASTAL WATERWAY PROJECT IN FLORIDA

ISSUE: In 2016-2017, maintenance dredging of five areas of the Intracoastal Waterway, and the construction of one Dredged Material Management Area in Florida, is required to maintain safe navigability and economic viability of the Nation's waterway.

- Nassau Reach 1 Dredging: This area of the federal Atlantic Intracoastal Waterway (AIWW) project has not been dredged in over 20+ years. Shoaling has been documented by hydrographic surveys, and areas of the waterway are as shallow as 5 feet within the federal 12-foot authorized channel. The local sponsor, Florida Inland Navigation District (FIND), recently completed construction of the necessary Dredged Material Management Area (DMMA) (NA-1) for this reach, at a 100% local cost of \$5.1 million. This dredging project is estimated to cost \$2.2 million. **Congress is urged to request the U.S. Army Corps of Engineers (USACE) provide 50% cost-share funding of \$1.1 million for this important navigation project.** *(Please see map on page 3).*

- St. Augustine IWW Maintenance Dredging: It is imperative that the federally-authorized Intracoastal Waterway (IWW) channel near the St. Augustine Inlet be dredged in 2016. Shoaling has been documented by hydrographic surveys, and areas of the waterway are as shallow as 6 feet within the federal 12-foot authorized channel. The added beneficial use of dredged material will be realized through this project by placement of the material on nearby eroding beaches. This dredging project is estimated to cost \$2.5 million. **Congress is urged to request the USACE provide 50% cost-share funding of \$1.25 million for this important navigation project.** *(Please see map on page 3).*

- Matanzas IWW Maintenance Dredging: This area of the federally-authorized Intracoastal Waterway (IWW) channel near the Matanzas Inlet poses the single largest impediment to safe navigation along Florida's east coast. Shoaling has been documented by hydrographic surveys, and areas of the waterway are as shallow as 4 feet within the federally-authorized 12-foot channel. Dredged material will be placed on neighboring eroding beaches for additional economic and natural resource benefits. This dredging project is estimated to cost \$2 million. **Congress is urged to request the USACE provide 50% cost-share funding of \$1 million for this important navigation project.** *(Please see map on page 3).*

- Ponce IWW Maintenance Dredging: This area of the federally-authorized Intracoastal Waterway (IWW) channel near the Ponce de Leon Inlet requires significant dredging to maintain safe navigation. Shoaling has been documented by hydrographic surveys, and areas of the waterway are as shallow as 5 feet within the 12-foot federally-authorized channel. Dredged material will be placed on neighboring eroding beaches for additional economic and natural resources benefits. This dredging project is estimated to cost \$4 million. **Congress is urged to request the USACE provide 50% cost-share funding of \$2 million for this important navigation project.** *(Please see map on page 3).*

- **Dredged Material Management Area O-7 Construction:** In order to maintain navigation access to the St. Lucie River and its important cross-Florida connection to the Okeechobee Waterway (OWW), this permanent Dredged Material Management Area (DMMA) will need to be constructed in 2017. The site was purchased in 2003 by the Florida Inland Navigation District for the 100% local-sponsor cost of \$3.7 million. The construction of this site is necessary to allow maintenance dredging of the OWW along the St. Lucie River. The subsequent dredging project will realize additional water-quality benefits by removing fine sediments in the channel that are constantly re-suspended through storm and boating activity. Site construction is estimated to cost \$4.4 million. **Congress is urged to request the USACE provide 50% cost-share funding of \$2.2 million for this important navigation project.** *(Please see map on page 3).*

- **Broward County Reach 1 Dredging:** Dredging is necessary to maintain safe navigation in Broward County Dredging Reach 1, located near the Hillsboro Inlet. Shoaling has been documented by hydrographic surveys, and areas of the waterway are as shallow as 6 feet within the federal 10-foot authorized channel. FIND has secured the necessary lands to complete this project. The expertise of the USACE is necessary to successfully complete this project. The project cost estimate is \$2 million. **Congress is urged to request the USACE provide 50% cost-share funding of \$1 million for this important navigation project.** *(Please see map on page 3).*

BACKGROUND: Operation and maintenance of the Intracoastal Waterway in Florida is a Federal (U.S. Army Corps of Engineers) responsibility. FIND is required to provide the lands for dredged material management. Inadequate federal funding creates a maintenance backlog, decreasing the reliability and safety of the waterway for use by commercial and recreational vessels.

OTHER ISSUES: The local sponsor (FIND) has purchased and provided all of the lands necessary for project completion.

ECONOMIC BENEFITS: The Intracoastal Waterway in Florida annually transports tons of commercial cargo and over 550,000 recreational vessels each year. The waterway provides over \$13 billion in economic output, including \$3+ billion in personal wages and 70,550 jobs. A maintained waterway generates \$580 million in direct tax revenues and increases property values by \$21.4 billion. Studies have shown that all of these benefits would be reduced by 45% to 50% (up to half) if the waterway is not properly maintained to the federally-authorized project design.

