

**FLORIDA SEAPORT TRANSPORTATION  
AND ECONOMIC DEVELOPMENT  
COUNCIL**

**Tuesday May 7, 2019  
10:30 a.m. - 11:30 a.m.  
Teleconference  
Call in #: 605-475-2874  
Access Code: 934 8585**

**TAB 1**  
**Call to Order**

# Florida Seaport Transportation and Economic Development Council

Canaveral Port Authority · Port Citrus · Port Everglades · Port of Fernandina · Port of Fort Pierce  
Jacksonville Port Authority · Port of Key West · Manatee County Port Authority · PortMiami · Port of Palm Beach  
Panama City Port Authority · Port of Pensacola · Port St. Joe Port Authority · Port St. Pete · Tampa Port Authority  
Florida Department of Economic Opportunity · Florida Department of Transportation

## **AGENDA**

**May 7, 2019**

**10:30 a.m. - 11:30 a.m.**

**Teleconference**

1. Call to Order, Chairman's Welcome and Opening Comments
2. Roll Call
3. Administrative Issues
  - a. Approval of the March 27, 2019 Meeting Minutes
  - b. Approval of Reallocation of FSTED Program Funds
4. Funding Oppurtunitites
  - a. Intermodal Logistics Centers
  - b. BUILD Grant
  - c. FSTED Grant
  - d. DEO Grants
5. Legislative Report
6. Other Issues
  - a. Mutual Aid Agreements
  - b. New Business
7. Adjournment

**TAB 2**  
**Roll Call**



**TAB 3**  
**Administrative Issues**

**TAB 3a**  
**Approval of March 27, 2019 Meeting**  
**Minutes**

## MEETING SUMMARY

### FLORIDA SEAPORT TRANSPORTATION AND ECONOMIC DEVELOPMENT COUNCIL

March 27, 2018  
Hotel Duval  
Tallahassee, Florida

A meeting of the Florida Seaport Transportation and Economic Development (FSTED) Council was held on March 27, at the Hotel Duval in Tallahassee, Florida. Chairwoman Amy Miller called the meeting to order. The Assistant Secretary called the roll. Members present were:

Mike Poole for John Murray, Canaveral  
David Anderton for Steve Cernak, Everglades  
Laura DiBella, Fernandina  
Stan Payne, Ft. Pierce  
Eric Green, Jacksonville  
Denise Stufflebeam for Carlos Buqueras, Manatee  
Becky Hope for Juan Kuryla, Miami  
Manuel Almira, Palm Beach  
Wayne Stubbs, Panama City  
Amy Miller, Pensacola  
Guerry Magidson, Port St. Joe  
Ram Kancharla for Paul Anderson, Tampa  
Secretary Kevin Thibault, Florida Department of Transportation  
Director Kenneth Lawson, Department of Economic Opportunity

A quorum was present. Also in attendance were:

Fran Bohnsack, U.S. DOT	Matt McDonald, FPC
Justin Ryan, FDOT D2	Katie Crofoot, DEO
Gerard O'Rourke, FDOT CO	Katherine Morrison, DEO
Daniel Fitz-Patrick, FDOT	Ryan Fierst, DEO
Crystal Taylor, FDOT CO	Susan Schwartz, FDOT
Jimmy McDonald, CDM Smith/FDOT	John Miller, Port of Panama City
Jim Dubea, Transystems	Alex King, Port of Panama City
Fred Wong, Jaxport	Abby Lindecamp, Port Manatee
Basil Binns, Port of Miami	Doug Wheeler, FPC
Clark Merritt, Port of Pensacola	Casey Grigsby, FPC
Jeff Littlejohn, Littlejohn Mann	Jessie Werner, FPC
John Thorington, Port Tampa Bay	Michael Rubin, FPC
Diane Luensmann, Canaveral	

Agenda Item 3a, Approval of the Minutes of September 5, 2018 FSTED Council meetings, was taken up. A motion was made by Mr. Kancharla, seconded by Mr. Green, and passed approving the minutes.

Agenda Item 3b, SeaCIP Rulemaking. Since the last meeting FSTED and FDOT staff has coordinated with port staff on ways to improve the SeaCIP application process and questions. The final changes have been publically noticed for final rulemaking approval in order become effective for this year's FSTED grant application window. Due to the changes in the new application language there will be no carry forward applications this year. A motion was made by Mr. Kancharla, seconded by Mr. Stubbs, and passed approving the new SeaCIP application language.

Agenda Item 3c, Report on Seaport Environmental Management Committee, was taken up. Mr. Littlejohn consultant for the SEMC committee provided an update to the group. The committee continues to monitor the Volkswagen diesel emission grant and resulting settlement. The mitigation plan has been developed by the Department of Environmental Protection but has not been released for public comment. The first draft is expected to be released this spring. For seaports the programs offer an opportunity of the \$168 million available for Florida over four years that can be extended as long as ten years. Seaports may be able to utilize these funds for upgrading older diesel equipment, drainage, tugs, or cargo handling equipment. Governor DeSantis has requested \$10 million from the Legislature within the FY 19-20 state to match the money coming down. DEP will be the state representative to the trustee charged with reviewing and administering the grant. The Environmental Stewardship Initiatives page on the Florida Ports Council website has been refreshed with a new mission statement, stories, mitigation activities, and success stories. The site has a new feature on the port's emphasis water quality.

Agenda Item 3d, Report on FSTED Council Security Committee, was taken up. Mr. Rubin provided the members with a report on the Security Committee meeting. The Security committee will meet on May 20<sup>th</sup> at Port Canaveral at this time if there is any funding for potential security projects the group will discuss them at this time. Mr. Rubin indicated that the security funding allocations are dependent on an annual allocation by the legislature, \$2 million is currently in proviso language on the Senate side for seaport security funding this year.

Agenda Item 4, Agency Reports, was taken up. The Council welcomed the new Director of the Florida Department of Economic Opportunity Ken Lawson and Secretary of the Florida Department of Transportation Kevin Thibault to the FSTED Council. Director Lawson provided an update on DEO and the agencies direction moving forward. The agency will focus on three key initiatives: ensuring citizens impacted by disasters receive assistance that is transparent and efficient; effectively utilizing the tools available within state government; and streamlining government operations. Secretary Thibault provided an update on FDOT and that moving forward the agency will continue to focus on safety, congestion relief, and technology.

Agenda Item 5, Reports and Studies, was taken up. Ms. Grigsby then provided the members with an update on the development of the FSTED Seaport Mission Plan for 2019. The current date for roll-out of the final plan will be May. Preliminary numbers for the 2018 seaport system at a glance indicate that cargo tonnage, TEU's handled, cargo passengers, and value of water-borne trade all had positive growth for 2018 despite Hurricane Michael and new tariffs placing undue burdens on some of our ports. Ms. Grigsby then discussed the development of an Economic Impact Study for 2020. The Council has worked with contract consultants to prepare an economic impact report in the past. We have used John Martin the past couple of times because he has already worked with several seaports to conduct individual economic impact statements, and he could then produce a statewide economic impact report for a small additional fee. This year the timing has not aligned with to complete it in the spring. Staff indicated the timeline in the past has conflicted with CLIA's annual report that is bi-annual, and that moving forward we will take that into account with the timing of our product to ensure we have the latest cruise figures included. A discussion was held about the FSTED Council doing an aggregated statewide Florida Economic Study every three years, by one consulting company, with representatives from the different ports on the RFP selection committee. The Economic Impact Study would provide a statewide report, data, in addition to individual reports for each of the ports. This would reduce the overall costs of creating this type of study across the state. The report would be paid for out of the data line item of the FSTED budget. The ports each indicated that they would like members of their staff to assist on the RFP selection committee.

Ms. Grigsby informed the member's staff was currently working with a partner association to conduct a research paper

on alternative fuels. The paper will focus on how we can potentially diversify Florida's economy through integrating LNG, through more of our transportation and multi-modal structure. In addition Littlejohn, Mann, and Associates are compiling a resiliency paper that will focus on the proactive polices, procedures, and best practices the ports have in place as they relate to resiliency planning.

Agenda Item 6, Legislative Report, was taken up. Mr. Rubin stated that the new Regular Session 2019 brought entire new Cabinet and new leadership in the Florida Legislature. As was just discussed, the importance of educating the new leadership in Florida is more important this year than in the past. The work program has been fully funded as of the last recommendation.

Agenda Item 7, Program Funding was taken up. Ms. Grigsby provided the members with a new one-pager educational marketing material detailing the basics of the FSTED and FSTED Security Program.

Agenda Item 7a, Discussion and Review of Seaport Funding Spend Downs, was taken up. Chairwoman Miller reminded the members that a discussion of spend downs and any issues ports may be facing with respect to project funding was an important part of FSTED Council meetings. Chairwoman Miller directed the members to the chart in the materials concerning spend downs, and requested the ports to provide the Council with the status of projects that had funding that was FY '16-'17 or older or funds that are getting ready to expire in 2019. Manatee's cold warehouse storage and berth rehab have both executed new PTGA's and requested extensions. Panama City had a project with funds allocated in FY 2013-14 with some funds still left, and Mr. Stubbs stated that the project was in the completion stage with final draw-down expected by the end of the year. Pensacola had a project with initial funding in FY 2012-13, and Ms. Miller stated that the original allocation was revised in FY 2016-17 with a new expiration date in FY 2020 and a bid on the project was set to go out for construction early next year. Palm Beach had a project for Tropical Shipping reefer line, and Mr. Almira stated that the project was now part of an overall upland cargo improvement project and the entire project should be completed within a year. Everglades indicated that the last reimbursement for the remaining balance of the turning notch was submitted, and the full draw down should be complete within the next few weeks. Slip 1, berths 9, and 10 are still in the design phases. The project is proving to be extremely complex as the manifold system needs to be reconstructed prior to the berth work, but design is progressing. Ft. Pierce is at 90 percent completion on the design drawings of Fisherman's Wharf, and will be having internal discussions within the next few weeks on next steps of the project. Tampa had a project at Hookers Point, and Mr. Kancharla stated that project was on schedule to be completed next year.

Agenda Item 7b, Approval of Reallocation of FSTED Program Funds, was taken up. Chairwoman Miller directed the members to the written request in their materials from the Canaveral Port Authority and Port of Fort Pierce for the reallocation of funds. Mr. Poole stated that the port was requesting the reallocation of \$34,090 of remaining funds from the North Cargo Berth 5 and 6 project that is complete to the Cruise Terminal Expansion project. A motion was made by Mr. Kancharla, seconded by Ms. Hope, and passed unanimously to approve the reallocation. Mr. Payne stated that the port is seeking to demolish a very old packing house on the Indian River terminal that is in a state of disrepair to create space for a planned private investment he reallocation amount will be \$298,073 and will begins immediately. A motion was made by Mr. Kancharla, seconded by Mr. Almira, and passed unanimously to approve the reallocation.

Agenda Item 8, Mutual Aid Agreements, was taken up. At the recommendations of Chairwoman Miller and Mr. Anderson staff created two different Mutual Aid Agreements, a short and long version. The purpose is to expedite the mobilization of port personnel, equipment, and resources to assist fellow ports in the case of a disaster or emergency, while facilitating FEMA reimbursement of those expenses. The ports discussed that they would review the two agreements with staff, and finalize which would be best suited for the group at the May 7<sup>th</sup> teleconference.

The meeting was adjourned at 2:11 p.m.

**TAB 3b**  
**Approval of Reallocation of FSTED**  
**Program Funds**

**Ron DeSantis**  
GOVERNOR



**Ken Lawson**  
EXECUTIVE DIRECTOR

April 26, 2019

Ms. Amy Miller, Chair  
Florida Seaport Transportation and  
Economic Development Council  
Florida Ports Council  
502 East Jefferson Street  
Tallahassee, FL 32301

Dear Ms. Miller:

As requested by the Florida Transportation and Seaport Economic Development Council, the Department of Economic Opportunity staff reviewed two seaport project applications.

1. Port Tampa Bay (PFS0002639) Hooker's Point Berth 214 and Upland Yard Development
2. Port of Fernandina (PFS0002481) Pier Maintenance and Improvements

In compliance with section 311.09(7), Florida Statutes, each project was evaluated for economic benefit and to determine if the project was consistent with state, regional, and local plans; the Florida Seaport Mission Plan; and the state's economic development goals and policies. The projects on the attached list were found to be consistent based on the criteria stated in section 311.09, Florida Statutes.

If you have any questions or require additional information, please contact Jason Rojas, Director, Division of Strategic Business Development at (850) 717-8960.

Sincerely,

Ken Lawson

KL/rf

Attachment

cc: Casey Erin Grigsby, Florida Ports Council

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

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# *Ocean Highway & Port Authority*

## *Nassau County*

December 19, 2018

Ms. Amy Miller, Chair  
FSTED Council  
502 East Jefferson Street  
Tallahassee, FL 32301

RE: Requested reallocation of funds from UPIN# PFS0002378 to PFS0002481

Dear Chair Miller:

The Port of Fernandina has completed all work on the *Fender System Replacement* project (UPIN# PFS0002378), and the Port is requesting the Florida Seaport Transportation and Economic Development (FSTED) Council reallocate the remaining balance of \$28,965.71, to the Port's *Pier Maintenance and Improvements* project (UPIN# PFS0002481).

The Port's *Pier Maintenance and Improvements* project is a top priority of the Port. Many of the Port's pier components are nearing the end of their design life, as evidenced by structural settling, exposed rebar and concrete deterioration. This project includes maintenance of the pilings and dock ramp along the 1,200 linear feet of the existing pier at the Port of Fernandina.

The Port's application for the *Pier Maintenance and Improvements* project (UPIN# PFS0002481), was originally submitted and approved as consistent for consideration of fiscal year 2017 funding, and currently has FSTED allocations in state fiscal years 2017 and 2018. As per Florida Rules 14B-1.002, a respective FSTED program funding request has been submitted via SeaCIP to support this reallocation request.

Thank you for in advance for your consideration, please feel free to contact myself or Port Director, Laura DiBella, regarding this request at any time.

Sincerely,



Robert H. Sturgess, Chairman

RHS/ld



February 20, 2019

Amy Miller, Chairperson  
Florida Seaport Transportation and  
Economic Development Council  
502 E. Jefferson Street  
Tallahassee, FL 32301

Re: FSTED FY2019 Funding Reallocation Request

Dear Chairperson Miller:

Port Tampa Bay would appreciate the Florida Seaport Transportation and Economic Development (FSTED) Council's reallocation of the FSTED program funds outlined below, for the port's *Hooker's Point Berth 214 and Upland Yard Development* project (UPIN: PFS0002639).

Berth 214 is contiguous with the existing Container Terminal at Hookers Point. The project involves the construction of additional container yard space and upland improvements to enhance the port's container capacity. This project includes surcharging the upland area of Berth 214 for heavy loading cargo yard, preparing for and installing a new underground storm water vault and two new trench drains, up to 20 acres of heavy pavement, and the construction of an up to 1,000-linear-foot sheet pile wharf, crane rail and electrical upgrades to support a post-Panamax crane.

Funds are requested to be reallocated from the two following projects:

PFS0002544	Hooker's Point Berth 211 & 213	\$3,100,000	FY 18/2019
PFS0002487	Hooker's Point Berth 201-202 / Ro-Ro Pier	\$2,100,000	FY 16/2017

Thank you in advance for your coordination with our state agency partners and FSTED staff to evaluate this request. Please call Ram Kancharla, VP of Planning & Development at (813) 905-5162, should you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'A. Paul Anderson'.

A. Paul Anderson  
President/Chief Executive Officer

Cc: Dan Fitz-Patrick, Florida Department of Transportation  
Mike Brown, Florida Department of Transportation



# CITY OF ST. PETERSBURG

DOWNTOWN ENTERPRISE FACILITIES DEPARTMENT

PORT OF ST. PETERSBURG

250 8TH AVENUE S.E., ST. PETERSBURG, FLORIDA 33701-3961

TELEPHONE: 727 893-4250 FAX: 727 893-7428

WEBSITE: [WWW.STPETE.ORG/PORT.HTM](http://WWW.STPETE.ORG/PORT.HTM)

April 25, 2019

Amy Miller, Chair  
Florida Seaport Transportation and  
Economic Development Council  
502 E. Jefferson Street  
Tallahassee, Florida 32301

ATTN: PFS0002466 Facilities Development

Dear Chairwoman Miller:

Unfortunately, the Florida Seaport Transportation and Economic Development Council (FSTED) approved and funded Marine Science/Research Facility project at Port St. Pete continues to be delayed.

As responsible stewards of the programmed state Fiscal Year 2019 funds in the amount of \$2,557,832.00, we would like to restitute the funds to the Council for allocation to other port projects which may be better positioned to expend them at this time.

We greatly appreciate the FSTED Council's assistance and patience as we continue to develop our project to build a new Marine Facility at Port St. Pete and we look forward to working with the Council to program funds in the future.

Sincerely,

David Wirth  
Port Director  
Port St. Pete

## RECOMMENDED FSTED PROGRAM RE-ALLOCATION FOR FY 18/19

Port	Project	Amount Requested	Recommended FY 19/20 FSTED Allocation
<i>Key West</i>	Mole Pier Passenger Enhancements	\$200,000	\$200,000
<b>Total</b>			<b>\$200,000</b>
<i>Manatee</i>	Intermodal Container Facility - Phase II	\$5,250,000	\$1,250,000
<b>Total</b>			<b>\$1,250,000</b>
<i>Fernandina</i>	Pier Maintenance and Improvements	\$1,350,000	\$350,000
<b>Total</b>			<b>\$350,000</b>
<b>Total</b>			<b>\$1,800,000</b>

<b>Port Manatee</b>	<b>\$1,250,000</b>
<b>Port Fernandina</b>	<b>\$350,000</b>
<b>Port of Key West</b>	<b>\$200,000</b>
<b>Total</b>	<b>\$1,800,000</b>

**TAB 4**  
**Funding Opportunities**

**TAB 4a**  
**Intermodal Logistics Centers**

# INTERMODAL LOGISTICS CENTER (ILC) INFRASTRUCTURE SUPPORT PROGRAM



## ? WHAT IS AN ILC?

A facility, or group of facilities, serving as a point of transfer of freight in a specific area physically separated from a seaport where activities relating to transport, logistics, goods distribution, consolidation, or value-added activities are carried out and whose activities and services are designed to support or be supported by conveyance or shipping through one or more seaports (Florida Statute 311.101).

## ✓ ELIGIBILITY

- State, local or private entities that have gained local support and funding for their project.
- The project must adhere to the statute and rule to be eligible for funding.
- The project must show a community benefit and demonstrate freight movement improvements within the affected region.

## 🚩 FDOT FMO MISSION

FDOT Freight and Multimodal Operations (FMO) Office will provide solutions to foster the successful development of Intermodal Logistic Centers that enhance the connectivity, reliability, and safety of trade flows and promote Florida's global economic competitiveness network.

## 💰 FUNDING PROFILE

At least \$5 million shall be made available from the State of Transportation Trust Fund for the program. FDOT shall include projects proposed to be funded under its Work Program. Projects are eligible to receive a maximum of \$2.5 million, which must be matched by the entity. Past projects have included infrastructure enhancements such as:

- Road Construction
- Rail Expansion
- Dock Improvements

## 📅 2019-2020 FUNDING CYCLE



FOR MORE INFO: [FreightMovesFlorida.com](http://FreightMovesFlorida.com)



CONTACT: Laura Miller | 850.414.4528 | [ILCSupport@dot.state.fl.us](mailto:ILCSupport@dot.state.fl.us)

**TAB 4b**  
**BUILD Grant**

**From:** [Casey Grigsby](#)

**To:**

**Subject:** FY19 BUILD NOFO

**Date:** Thursday, April 18, 2019 7:45:00 AM

**Attachments:** [FY19 BUILD NOFO.pdf](#)

Good afternoon FSTED Council & staff,

Attached is the FY19 BUILD grant program Notice of Funding Opportunity (NOFO), as well as an analysis of the grant from our partners at CAGTC. You can also find the NOFO online [here](#). **Applications are due July 15, 2019.** Per the FY19 omnibus, USDOT is required to make the awards no later than 270 days after the passage of the omnibus (February 15, 2019) so we should see selections announced by November 12, 2019.

**Upcoming BUILD Webinars hosted by USDOT:**

USDOT will host five webinars on the BUILD program:

1. How to Compete for BUILD Transportation Grants – All Applicants
  - a. Tuesday, April 30, 3-5pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221628593&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221628593&_charset=utf-8)
2. How to Compete for BUILD Transportation Grants – Tribal and Rural Applicants
  - a. Thursday, May 2, 2-4pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221599637&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221599637&_charset=utf-8)
3. Preparing a Benefit Cost Analysis (BCA) for a BUILD Application
  - a. Tuesday, May 7, 2-4pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221619491&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221619491&_charset=utf-8)
4. How to Compete for BUILD Transportation Grants – All Applicants
  - a. Thursday, May 9, 2-4pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221629189&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221629189&_charset=utf-8)
5. Preparing a Benefit Cost Analysis (BCA) for a BUILD Application
  - a. Tuesday, May 14, 3:05pm Eastern
  - b. Register here: h  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221635893&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221635893&_charset=utf-8)

More details about these webinars can be found online here: <https://www.transportation.gov/BUILDgrants/outreach>

The Florida Ports Council will be happy to assist in preparing letters of support, and providing any additional resources you may need. If you would like a letter of support, please provide the project's background information to the Florida Ports Council by July 1, 2019. We hope this information proves to be useful to our ports and staff. Please reach out to us with any questions, concerns, or assistance you may need.

Casey Erin Grigsby  
Florida Ports Council  
VP of Programs & Planning

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**From:** Katie Cross <[kcross@blakey-agnew.com](mailto:kcross@blakey-agnew.com)>

**Sent:** Wednesday, April 17, 2019 12:42 PM

**Subject:** CAGTC: Analysis of FY19 BUILD NOFO

CAGTC Members,

CAGTC staff has conducted a brief analysis of the FY19 BUILD Notice of Funding Opportunity (NOFO), please find it below. Additionally, I've included information on upcoming BUILD webinars.

**Significant changes**

The FY19 omnibus, signed into law on February 15, 2019, mandated that the FY19 round of BUILD awards feature a 50-50 split between urban and rural awards and this NOFO follows that direction, indicating that "not more than 50 percent of funds will be awarded to projects located in urban and rural areas, respectively." (The FY18 NOFO mandated that at least 30% of funds go to rural areas). Additionally, as you may recall, recent NOFOs from USDOT have included the cost share of a project as well as the project's ability to generate non-federal revenue as selection criteria. The FY19 omnibus mandated USDOT not use these as criteria in this round and as such, those criteria have been removed from the NOFO. Finally, the FY19 omnibus made up to \$15 million of the

awards available for planning grants. However the NOFO indicates such grants will be evaluated against the same criteria as capital grant applications and that USDOT “will prioritize FY 2019 BUILD Transportation grant program funding for projects that propose to move into the construction phase within the period of obligation.” Because of this, USDOT reports that “applications for BUILD Transportation planning grants will be less competitive than capital grants.”

#### Funding

- Per the FY2019 appropriations law, \$900 million is available to be awarded for investments in surface transportation infrastructure.
- There should be a 50-50 split between rural and urban grants.
- No more than 10% of funding may be awarded for projects in a single state.
- The maximum grant size is \$25 million. For a project in a rural area, the minimum grant award is \$1 million; in non-rural areas the minimum grant award is \$5 million. There is no minimum award size for planning grants.
- The definitions of rural and urban differ from previous rounds:
  - Urban: a project is designated as urban if located within/on the boundary of a Census-designated urbanized area with a population greater than 200,000.
  - Rural: a project located outside a Census-designated urbanized area with a population greater than 200,000.
  - A project that is in both an urban and rural area will be designated as urban if the majority of costs will be spent in urban areas and will be designated as rural if the majority of costs will be spent in rural areas.
- For a project located in a rural area, the Federal share may be increased above 80%.
- Previously incurred costs or previously expended or encumbered funds will not be considered toward the matching requirement.
- While the FY18 NOFO indicated that toll credits are a non-federal source, this NOFO indicates that they are only a non-federal source if “repaid from non-federal sources.”

#### Applicants

- As in past rounds, eligible applicants include State, local, and tribal governments, including U.S. territories, transit agencies, port authorities, metropolitan planning organizations (MPOs), and other political subdivisions of State or local governments.
- Lead applicants may submit up to three applications; unrelated projects cannot be bundled into a single application.

#### Criteria

Per the FY19 omnibus, the selection criteria for awards under this round must remain the same as the FY17 NOFO. USDOT has met this requirement by maintaining the same criteria but has updated their descriptions – with some changes being minor and others more substantial.

- Primary Selection Criteria:
  - **Safety**: this remains the same as the FY17 NOFO and focuses on how the project will improve safety outcomes within the project area or wider transportation network;
  - **State of Good Repair**: in addition to improving the condition or resilience of existing transportation facilities and systems as was considered under the FY17 NOFO, this NOFO also takes into consideration “if the project will contribute to a state of good repair of transportation infrastructure that supports border security”;
  - **Economic Competitiveness**: this remains largely the same as the FY17 NOFO, focusing on the project’s expected impacts on the movement of goods and people as well as connectivity to the national and global economy. Differing from the FY17 NOFO, this round asks applicants to describe the extent to which the project “promotes the expansion of private economic developing including in Opportunity Zones.” Opportunity Zones were created by the Tax Cuts and Jobs Act in 2017 and are defined as “an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment.” More information on these Zones can be found [here](#);
  - **Environmental Sustainability**: this is the same as the FY17 NOFO and focuses on how the project will provide environmental improvements; and
  - **Quality of Life**: this is largely the same as the FY17 NOFO but adds in a request that the applicant provide information on if the project will allow for concurrent installation of fiber or other broadband deployment.
- Secondary Selection Criteria
  - **Innovation**: this criterion differs substantially from the FY17 NOFO and instead closely resembles the description used in the FY18 NOFO, focusing on the use of innovative strategies such as innovative technology, innovative project delivery, and innovative financing. Additionally, this NOFO includes more specific guidance for projects proposing to deploy autonomous vehicles.
  - **Partnership**: similar to the FY17 NOFO and focuses on if the project demonstrates strong collaboration among a broad range of stakeholders in both project development and funding, including other Federal entities as well as private entities.

#### Review and Selection Process

While the FY17 process was broken into three steps (Technical Review, Tier Two Analysis, and Senior Review), the FY19 process only has two: Technical Review and Senior Review. Projects designated as “Highly Rated” after these reviews will be sent to the Secretary for final selection.

Also differing from previous rounds, this NOFO includes a section discussing the sharing of application information, noting that USDOT plans to publish a list of all applications along with the names of the application organizations and funding request. Additionally, USDOT indicates that, except for designated confidential information, it may make application narratives publicly available.

The NOFO indicates that USDOT staff will answer application questions through the email address [BUILDGrants@dot.gov](mailto:BUILDGrants@dot.gov) and will “make reasonable efforts to schedule meetings on projects through May 31, 2019.”

#### BUILD Webinars:

USDOT will host five webinars on the BUILD program:

1. How to Compete for BUILD Transportation Grants – All Applicants
  - a. Tuesday, April 30, 3-5pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221628593&\\_charset\\_=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221628593&_charset_=utf-8)
2. How to Compete for BUILD Transportation Grants – Tribal and Rural Applicants
  - a. Thursday, May 2, 2-4pm Eastern

- b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221599637&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221599637&_charset=utf-8)
- 3. Preparing a Benefit Cost Analysis (BCA) for a BUILD Application
  - a. Tuesday, May 7, 2-4pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221619491&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221619491&_charset=utf-8)
- 4. How to Compete for BUILD Transportation Grants – All Applicants
  - a. Thursday, May 9, 2-4pm Eastern
  - b. Register here:  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221629189&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221629189&_charset=utf-8)
- 5. Preparing a Benefit Cost Analysis (BCA) for a BUILD Application
  - a. Tuesday, May 14, 305pm Eastern
  - b. Register here: h  
[https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event\\_landing.html?sco-id=1221635893&\\_charset=utf-8](https://connectdotcpub1.connectsolutions.com/content/connect/c1/7/en/events/event/private/1111229023/1135024841/event_landing.html?sco-id=1221635893&_charset=utf-8)

More details about these webinars can be found online here: <https://www.transportation.gov/BUILDgrants/outreach>

Thank you,

Katie Cross  
Manager, Member Communications & Policy

Coalition for America's Gateways and Trade Corridors  
1625 K Street NW  
Suite 1100  
Washington, DC 20006  
tradecorridors.org  
Office: (202) 828-9100  
Cell: (202) 679-7707

*SAVE THE DATE - 2019 CAGTC Annual Meeting - May 14 & 15 in Washington, DC*

**TAB 4c**  
**FSTED Grant**

### FSTED Timeline 2020-2021

<b>Opening date</b>	<b>Closing Date</b>	<b>Task</b>	<b>Responsible Parties</b>
May 7, 2019 Tuesday	June 18, 2019 Tuesday	FSTED Program Project Application Cycle Opens	Individual Florida Ports
May 7, 2019	June 18, 2019	Review FSTED applications for consistency with Section 311 F.S.	FSTED Staff
August 5, 2019		Letters of consistency to FSTED staff from agencies	DEO & DOT
August 13, 2019		FSTED Meeting packets posted to public website	FSTED Staff
August 27, 2019		FSTED project allocations	FSTED Council

Due to revisions of SeaCIP there will be no carry forward applications from previous years. New applications will be needed for all FSTED funding requests for FY 2020-2021.

**TAB 4d**  
**DEO Grants**



Competitive Florida Partnership grants work best when conducted at the community level. Program grants are available to counties, municipalities, and Regional Planning Councils on behalf of counties, municipalities and communities. Grant awards will highlight rural and small communities. Rural areas may include a rural municipality in an urban county. Grant awards are \$40,000.

Applicant shall submit requests for grant funding to DEO on or before **Friday, May 24, 2019**, at 11:59 p.m.

Thank you so much and have a great day.

**Casey Erin Grigsby**

Vice President of Programs & Planning

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Tallahassee, Florida 32301

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**TAB 5**  
**Legislative Report**

**TAB 6**  
**Other Issues**

**TAB 6a**  
**Mutual Aid Agreements**

# MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

1. Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
2. Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
3. Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
4. Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a. Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b. Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c. Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d. Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
5. Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
6. Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date \_\_\_\_\_

Entity \_\_\_\_\_ (name/ state)

By \_\_\_\_\_ (please print)

Title \_\_\_\_\_

# **Florida Ports Council**

## **Mutual Aid Agreement**

This Mutual Aid and Interlocal Assistance Agreement (this "Agreement" is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (Effective Date).

This is a mutual effort of each of the entities listed on the index of participants by and through their signatory trade associations or as individual signatories to this Agreement (each being a "Participant").

The Participants have established and implemented an effective process by which each may receive or provide for the provision of personnel and equipment to assist in the restoration of facilities and systems after disruption or damage due to weather events, equipment malfunctions, accidents, sabotage, or other events in which assistance is requested ("Mutual Aid Assistance").

The purpose of this Agreement is to strengthen the provision of Mutual Aid Assistance on a statewide basis among the ports industry in Florida. The parties to this Agreement are committed to provide for the greater effectiveness and strength of Mutual Aid Assistance for the benefit of Florida's residents, as described in this Agreement.

WHEREAS, it is the purpose and intent of this Agreement, the Parties, and Section 163 .01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act ("Cooperation Act"), to permit and authorize the Parties to enter into this Agreement to facilitate and encourage assistance among the Parties to prepare for and respond to emergencies; and,

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the Parties may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and,

WHEREAS, in the event of an emergency, as defined herein, or training for such an event, any Party to this Agreement may need assistance in the form of supplemental equipment, supplies, docks, mooring areas, facilities, or other support; and

WHEREAS, each Party owns equipment, supplies, docks, mooring areas, and facilities and is willing, subject to and in accordance with the terms of this Agreement, provide its equipment, supplies, docks, mooring areas, facilities, or other support to other Parties as provided herein; and

WHEREAS, each Party has the authority pursuant to the Cooperation Act and its respective enabling legislation or charter to enter into this Agreement to provide mutual aid to each other in the event of an emergency.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Party agrees as follows:

1. **Purpose.** The purpose of this agreement is to provide the terms and conditions under which the Parties will provide assistance and make their equipment, supplies, docks, mooring areas, facilities, or other support available to other Parties in the event of an emergency, as defined herein, or training for such an event in accordance with the terms of this Agreement.
2. **Definitions.** The following definitions shall be used in this agreement:
  - a. **Asset:** means anything that has value provided by a party. Asset may include, but are not limited to, any physical asset such as equipment, disposable supplies, docks, mooring areas, facilities, or other support provided in support of an Event.
  - b. **Assistance:** means the provision of Assets in support of an Event.
  - c. **Assistance Costs:** means the usual and customary expenses incurred by a Provider in providing Assistance.
  - d. **Designated Representatives:** shall be identified and designated representative by each Party to serve as the representatives of their respective Party in any meeting to coordinate the implementation of this Agreement.
  - e. **Emergency:** means unforeseen circumstances beyond the control of a Party that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. The term "Emergency" includes, but is not limited to, any human-caused or natural event or circumstance which requires immediate action to preserve public health, protect life, public property, and which circumstance is causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage.
  - f. **Event:** refers to an incident, emergency, disaster, training, drill or exercise which causes a Recipient to request assistance from a Provider under this Agreement.
  - g. **Provider:** means a Party who has subscribed to this Agreement and has agreed to deliver Assistance to another Party pursuant to the terms and conditions of this Agreement.
  - h. **Recipient:** means a Party that has executed this Agreement and has made a request for Assistance has received commitment(s) for Assistance pursuant to the terms of this Agreement.
3. **Participation.** Participation in providing Assistance to a Party pursuant to this Agreement is purely voluntary. The execution of this Agreement in and of itself creates no legal obligation of a Party to provide any Assets; however, if any Assets are provided the terms and conditions of this Agreement will apply to such action.

- a. No Party shall be liable to another Party for, or be considered to be in breach of, or default under this Agreement on account of any delay in or failure to provide Assistance under this Agreement.
  - b. Each Party is encouraged to provide the other parties with an updated list each year listing emergency contact information for such Party and available Assets which such Party will make available to the other Parties during the Event.
4. **Designated Representative.** Each Party shall identify its Designated Representative and inform the other Parties in writing of any change to the Designated Representative who shall serve on behalf of their respective Party to discuss implementation and/or amendment of this Agreement. The Designated Representative may be changed by a Party at any time. Such change shall be communicated to the other Parties in accordance with section 21 of this Agreement.
5. **Term and Termination.** This Agreement shall commence on the Effective Date and shall remain in effect for twenty-five (25) years unless rescinded by all Parties. A Party opting to withdraw from this Agreement shall provide written withdrawal notification to the Designated Representatives of the other Parties. Notice of the withdrawal becomes effective upon the date specified in the Party's written withdrawal. Any withdrawing Party shall remain liable for all obligation incurred during its period of participation, until the obligation is satisfied.
6. **Payments for Services and Assistance.** Recipient shall pay the provider for all customary, usual, commercially reasonable and invoiced Assistance Costs within sixty (60) days of receipt of the Providers invoice, for the assistance provided by the Provider. In the event the Provider provides equipment, supplies or parts, the Provider shall have the option to accept payment of cash or in kind for the equipment supplies or parts supplied.
7. **Independent Entity.** Provider shall be and operate as an independent entity in the performance of any Assistance. Employees of Provider shall, at all times while providing assistance, continue to be employee of Provider and shall not be deemed employees of Recipient or "loaned servants" to Recipient for any purpose. Provider shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Recipient shall not be responsible for paying any wages, any required payroll taxes and any benefits or other compensation directly to the Providers employees. In no event shall Provider or its officers, employees, agents, or representatives be authorized ( or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Recipient under by virtue of this Agreement.
8. **Requests for Assistance.** A Party may request Assistance from other Parties for an Event. In the event of an Emergency, a request for Assistance may be made verbally followed up with a written request as soon as practical. The Provider shall give verbal approval of the request to the requesting Party. Provider shall follow up any verbal approval with written approval as soon as practical. The extent to which the Provider provides any Assistance shall be at the Provider's sole discretion.
9. **General Nature of Assistance.** Assistance may be in the form of resources, such as equipment, supplies, and facilities such as docks, mooring areas, warehouses, and

terminal areas. The execution of the Agreement shall not create any duty to respond on the part of any Party. A Party has the absolute discretion to decline to provide any requested Assistance and to withdraw Assets it has provided at any time without incurring liability. The Parties may separately agree on reimbursement and terms of exchange for Assets in each Event. The Parties hereto recognize that time is critical during Emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A Party maintains the option of submitting a request for assistance directly to local emergency management coordination organizations.

10. **Assistance.** A Provider may provide assets, in its sole discretion, upon request of a Party. Unless mutually agree upon otherwise, the first eight (8) hours of use shall be without cost to the Recipient, after which use of equipment, such as construction equipment, vehicles, tools, pumps, motors, and other property (collectively referred to as "Personalty") shall be at the Provider's actual cost or at their current equipment rate. The provision of Personalty shall be subject to the following conditions:
  - a. Personalty of a Provider shall continue under the command and control of the Provider, but shall be under the operation control of the appropriate officials within the incident management system of the Recipient.
  - b. At the option of the Provider, Personalty may be loaned with an operator.
  - c. Loaned Personalty shall be returned to the Provider as soon as reasonably possible after Recipients emergency or training needs end, or immediately upon the Recipient's receipt of an oral or written notice from the Provider for the return of Personalty. When notified to return equipment to a Provider, the Recipient shall make every effort to return Personalty to the Providers possession within twenty-four (24) hours following receipt of notification from the Provider, and in good operating condition.
  - d. Recipient shall, at its own expense, provide any consumable supplies needed to operate the Personalty unless mutually agreed upon otherwise. The Recipient shall take proper precaution in its operation, storage, and maintenance of Providers Personalty. Parties are responsible to ensure that Personalty shall be used only by properly trained and supervised operators. Providers shall endeavor to provide Personalty in good working order, they will be provided "as is", with no representation or warranties as to fitness for particular purposes.
  - e. Provider's cost related to the transportation, handling, and loading/unloading of Personalty, even within the initial eight (8) hour period shall be borne by the Recipient unless mutually agreed upon otherwise. Provider shall provide copies of invoices for such charges and shall provide hourly accounting of charges for Provider's employees who perform such services.
  - f. Without effecting the Provider's right to indemnification s provided in this Agreement and even within the initial eight (8) hour period, in the event loaned Personalty is lost or damaged while in the custody and use of the Recipient, or while being returned to the Provider, the Recipient shall promptly reimburse the Provider for the reasonable cost of repairing or replacing said damage.

11. **Exchange of Materials and Supplies.** Recipient shall reimburse Provider in kind or at Provider's actual replacement cost for use of partially consumed or non-returnable materials and supplies, as mutually agreed between Recipient and Provider. Reusable materials and supplies which are returned (unused) to Provider in clean, damage-free condition shall not be charged to the Recipient.
12. **Indemnification and Limitation of Liability.** Each Party agrees to be fully responsible for all claims arising out of its own acts of negligence or its respective employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages proximately caused thereby. However, that the Party's liability is subject to the monetary limitations and defenses imposed by [Section 768.28 F.S.](#) Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be constructed as consent by the Parties to be used by any third party for any cause or matter arising out of or arising out of or related to this Agreement except to the extent provided by 768.28 F.S.
- a. No Party shall be liable to another Party for, or be considered to be in breach of or default under this Agreement on account of any delay on or failure to provide Assistance under this Agreement.
  - b. The provisions of this section shall survive termination or expiration of this Agreement.
  - c. To the extent permitted by any applicable insurance policy, Recipient expressly waives any subrogated claim against the Provider, which it may have on account of, or in connection with, the Provider providing assistance to the Recipient under this Agreement.
13. **Modifications.** No provision of this Agreement may be modified, altered, or rescinded without affirmative concurrence of all Parties to this Agreement. Modifications to this Agreement must be in writing, approved by an affirmative vote, and signed by the Designated Representatives of each Party. Any Party which disagrees with the modification, alteration, or rescission, and any Party so choosing shall provide its intent to do so in writing to the Designated Representatives of the other Parties.
14. **Non-Exclusiveness and Prior Agreements.** This Agreement is not intended to be exclusive among the parties. Any Party may enter into separate assistance agreements with any other entity. No such spate agreement shall terminate any responsibility under this Agreement. To the extent that prior agreements between Parties' are inconsistent with this Agreement, prior agreements for assistance between the Parities shall supersede this Agreement, until and unless the inconsistency is reconciled by the affected Parties in writing.
15. **Governmental Authority.** This Agreement is subject to laws, rules, regulations, orders, and other requirements, nor or as amended of all governmental authorities having jurisdiction over the events covered by this Agreement. A Party and its employees providing Assistance under this Agreement shall be entitled to all privileges and immunities from liabilities as are authorized by Section 768.28 F.S. and all other State or Federal laws.
16. **No Public Duty, Third Party Beneficiaries, Partnerships.** No undertaking by one party to the other Party under any provision of this Agreement shall create any special duty to

the public or otherwise enhance or modify the obligation of the Party with regard to the public or any person.

- a. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard care with reference to any third party. This Agreement shall no confer any right, or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.
  - b. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall have any authority or undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Party.
17. **No Successors and Assigns.** This Agreement and the rights, liabilities, and obligations contained herein are not transferable or assignable, in whole or in part.
  18. **Governing Law and Venue.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida. Any action which may arise out of this Agreement shall be brought in the circuit court of the State of Florida, within the County of the Providers jurisdiction.
  19. **Waiver.** Any waiver at any time by any Party of its rights with respect to this Agreement shall not constitute or be deemed a waiver with respect to any subject default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.
  20. **Severability.** Should a court of competent jurisdiction rule any portion, section, or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section, subsection; and all remaining portions, sections, or subsections shall remain in full force and effect.
  21. **Notices.** Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally or (ii) sent by United States Mail, postage prepaid, to the Designated Representative for each Parties at the address stated for such Designated Representative (iii) emailed.
  22. **Copies filed with Clerk of Circuit Court.** Copies of this Agreement shall be filed with the clerk of the circuit court of each Parties County after execution.
  23. **Counterparts.** This Agreement may be executed in counterparts and by email signatures with the same force and effect as if all original signatures were set forth in a single document.

Date  
Entity (name/ state)  
By (please print)  
Title  
Designated Representative

**TAB 6b**  
**New Business**