



***AMENDED AGENDA
MARINA ADVISORY BOARD
REGULAR MEETING
JUNE 22, 2020
6:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF MINUTES**
 - 4.1 MAB Minutes from February 24, 2020
 - 4.2 MAB March 23, 2020 - Meeting canceled - No Minutes
 - 4.3 MAB April 27, 2020 - Meeting canceled - No Minutes
- 5. PUBLIC COMMENT REGARDING ITEMS NOT ON THE AGENDA**
- 6. OLD BUSINESS**
 - 6.1 Amelia River Waterfront
 - 6.2 Channel Update
 - 6.3 Profit Centers and Income Streams
 - 6.4 FEMA (Member Jerry Decker)
- 7. NEW BUSINESS**
 - 7.1 Board member terms start January 1st and end December 31st
 - 7.2 *Marina Management Bids

8. MARINA MANAGER REPORT

- 8.1 Dock N2 and N3 - Status
- 8.2 Mooring Field
- 8.3 Fuel Dock-
- 8.4 FS-376.031(10) - Oil Discharge
- 8.5 OSRO/OPA-90 Contract
- 8.6 Precision Tank Tightness Testing
- 8.7 Marina Maintenance Updates

9. BOARD MEMBER REPORTS/COMMENTS

10. NEXT MEETING DATE

- 10.1 July 27, 2020

11. ADJOURNMENT

All members of the public are invited to be present and be heard. Persons with disabilities requiring accommodations in order to participate in this program or activity should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired). All interested parties may appear at said meeting and be heard as to the advisability of any action, which may be considered with respect to such matter. For information regarding this matter, please contact the Marina Manager.



MARINA ADVISORY BOARD
REGULAR MEETING MINUTES
February 24th, 2020
6:00 PM
City Hall Commission Chambers

1. CALL TO ORDER 6:00 PM

2. PLEDGE OS ALLEGIANCE

3. ROLL CALL

VOTING MEMBERS PRESENT:

Chairperson Kevin McCarthy, Allen Mills, Scott Stewart, Jerry Decker
and Terry Lacoss (non-voting member)

4. APPROVAL OF MINUTES

4.1 MAB Regular Meeting Minutes for January 27th, 2020

ACTION: *Approve Minutes*

Motion: Jerry Decker; Second: Allen Mills

APPROVED: 4-0

5. PUBLIC COMMENT

5.1 *Candance Whitney, 1720 Blue Herron Lane, discussed the future of the Marina. She indicated to sell or lease the Marina was not a true option. She indicated these actions could lead to deferred maintenance. She commented everyone should stand behind the Marina and stop the negative chatter.*

5.2 *Mac Morris 821Parkview, discussed the Marina Park Plan. He indicated other than a few hiccups, it was a good plan. The hiccups included the reduction and relocation of boat trailer parking and the loss of the river view if a building is built. He suggested the City look at a new Atlantic Seafood that would include a Fish Monger and cook tops so people would have the option of eating what they caught.*

6. OLD BUSINESS

6.1 Amelia River Waterfront

Chairman McCarthy reported the four consideration for this project:

- 1 Shore line stabilization should be the first objective*
- 2 In all cases, a functioning parking is required*
- 3 Consideration to traffic flow and congestion*
- 4 St. Augustine's number one issue is parking*

6.2 Channel Update

Chairman McCarthy reported no new items for discussion

7. NEW BUSINESS

7.1 Fish Cleaning Stations (Placed on agenda the request of Vice-Chair Allen Mills)

Marina Manager Joe Springer reported fish cleaning stations could be installed on the docks by Marina personnel. Specific guidelines for size and style is available to the commercial customers.

ACTION: Table this item and add it to the agenda for Feb 24, 2020 meeting

Motion: Joe Blanchard; Second: Paul Lore

APPROVED: 6-0.

8. MARINA MANAGER REPORT

8.1 Dock N2 and N3 Status

Westrec Management met with representative of Bellingham Marine on Friday, February 21, 2020. Bellingham will review their documents and provide an estimate this week.

8.2 Mooring Field Status

Diver in place to complete perimeter buoys installation and mooring buoys repairs.

Perimeter Buoys on site

Required illumination on site

Other components (chain, helical anchors and attachment hardware) arriving this week.

Work will begin this week.

8.3 Mooring Field Income Estimate

Based on 2015/2016 actual income

<i>12 Balls</i>	<i>11 Balls</i>	<i>72 Balls</i>
<i>\$ 2,828</i>	<i>\$ 3,535</i>	<i>\$ 3,535</i>
<i>\$ 33,939</i>	<i>\$38,885</i>	<i>\$254,543</i>

<i>Income for 72 ball mooring field</i>	<i>254,543</i>
<i>\$4k cost per ball</i>	<i>288,000</i>
<i>ROI</i>	<i>14 Months</i>

9. BOARD MEMBER REPORTS/COMMENTS

Jerry Decker

Commented on the debt of the Marina. Currently 15M with FEMA expected to pay 8M. This leaves a balance of 7M. He indicated the Stantec report show a debt of 12M. That 12M over 10 years equals \$100 per every man, woman and child in Fernandina. His recommendation going forward was to protect the marina.

Mac Morris, 821 Parkview, offered the comments that Brett's lease ends in 2025 and the slab is 60 years old. He voiced concerns over the rebar being rusted and exposed.

Allen Mills

Commented we should be moving forward. He said Westrec was doing well and recommended Westrec be given 1 full year of operation including fuel to see how well they do.

Scott Stewart

Wanted everyone to remember that Westrec was faced with the problem of only having 70% of the slips actually usable.

Jerry Decker

Wanted to know if Westrec was a contractor and was given a brief history of the arrangements between the City and Westrec. He requested a copy of the contract be made available to him

Allen Mills:

ACTION: Motion to allow Westrec one (1) full year of full operations with fuel before any decision is made.

Motion: Allen Mills; Second: Jerry Decker

APPROVED: 4-0.

10. NEXT MEETING DATE

March 23rd, 2020

11. ADJOURNMENT: 8:15 PM

Motion: Allen Mills Second: Scott Stewart

APPROVED: 4-0.

Joe Springer – City Liaison

Kevin McCarthy – Chairperson



MARINA ADVISORY BOARD
WORKSHOP MEETING MINUTES
May 20th, 2019
6:00 PM
City Hall Commission Chambers

1. CALL TO ORDER 6:00 PM

2. ROLL CALL

VOTING MEMBERS PRESENT:

Chairperson Kevin McCarthy, Vice-Chair Cathy Chapman, Recording Secretary Coleman Langshaw, Ronald Scott Stewart, Paul Lore, Joe Blanchard, Allen Mills, Terry Lacoss (non-voting member)

VOTING MEMBERS ABSENT: NONE

3. DISCUSSION

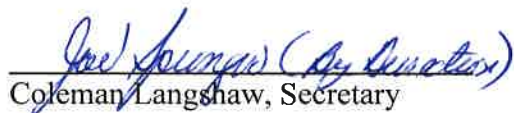
Income Centers

Discussion from various board members; Member Lore provided input from his advocacy group; Vice-Chair Chapman prepared a presentation for MAB review (copy of presentation on file with the City for public review)

4. PUBLIC COMMENT

Lynn Williams, 997 Egans Creek Lane, Fernandina Beach. Gave a presentation concerning re-use of sections of existing attenuator on new docks to the north.

5. ADJOURNMENT: 7:54 PM


Coleman Langshaw, Secretary


Kevin McCarthy, Chairperson

MARINA ADVISORY BOARD

Possible Income Streams

Joe Blanchard	Nassau County should participate in the funding
Joe Blanchard	Extend Loan repayment time frame
Cathy Chapman	SUP Rentals – ROI high, staff involvement high/seasonal
Cathy Chapman	Bike/Scooter Rentals
Cathy Chapman	Create Deck / Party gazebo on southside of property for weddings, parties, concerts, etc.
Cathy Chapman	Create covered space on shoreside deck and rent space to Kiosk type business – Seasonal/events (Mud Flat over Dock 4)
Cathy Chapman	Maximize Dock Footage – strict bow to stern measurements
Cathy Chapman	Gain full use of Shrimp Museum – rent desk space to captains/brokers. Larger Ship’s Store with “right” merchandise. Rent deck for space for small parties and events
Cathy Chapman	Large Yachts to Marina – encourage large yachts to marina with outreach to yacht captains, crew and owners. High visibility and added shore side spending
Cathy Chapman	Barge Idea- permanently sits in shallow water in south basin, Outfit topside with bars, outdoor kitchen, covered awnings, tiki’s etc. – rent for events/parties
Cathy Chapman	Open shallow water slips to house boat nightly rentals – non moving, w/dinghy
Terry Lacoss	Directional Signage
Terry Lacoss	Lot “B” Wooden Deck
Terry Lacoss	Replace Boat Ramp landing dock with a bigger unit
Terry Lacoss	Tear Down Atlantic Seafood and construct a larger ship’s store. Continue Atlantic Seafood lease for the same space in the new building to sell sea food and bait/tackle
Coleman Langshaw	Hybrid Accounting with Marina and City blended accounts
Coleman Langshaw	Increase Dock space
Coleman Langshaw	Uplands development
Paul Lore	Include a General Store for all to use
Paul Lore	Ship side shrimp sales
Paul Lore	Charge a fee for lounge use and to new slip holders
Paul Lore	Pelican feeding adventures
Paul Lore	Update events, double fee for special events
Paul Lore	Charge for docks and mooring field – update docks and field
Paul Lore	Emphasis on a transient facility
Paul Lore	Cruise ship launch
Paul Lore	Boat Rental business
Paul Lore	Repurpose Marina Welcome Center
Paul Lore	Create a “Marine” Market for goods and services
Paul Lore	Create a specific Identity for marina
Paul Lore	Community Co-Op for fish and products
Paul Lore	Welcome Center
Paul Lore	Funding from TDC
Paul Lore	Tax classification from profit to Non -Profit
Paul Lore	Marina Trust Fund
Allen Mills	Return marina to Parks and Rec
Scott Stewart	Triple Net Lease on 101 N. Front Street
Scott Stewart	Gambling Boat

To: Mr. Dale Martin
City Manager
City of Fernandina Beach, FL

From: Peter Napoli, Consultant
William Zieburtz, Director
Stantec Consulting Services Inc.

Re: Financial Review of Marina
Management Proposals

Date: June 12, 2020

PURPOSE

Stantec Consulting Services Inc. (Stantec) has conducted a Financial Review of Marina Management Proposals (Study) for the City of Fernandina Beach, Florida (City) to evaluate the financial components of five submittals received in response to the City's RFP #2020-02 for the management and/or leasing of the Fernandina Harbor Marina facilities.

This memorandum outlines the assumptions and key inputs, and provides a description of the approach that was used to arrive at the findings and conclusions of the Study.

BACKGROUND

The Fernandina Harbor Marina (Marina) is owned by the City of Fernandina Beach. In 2016, the Marina was heavily damaged during Hurricane Matthew and many of the docks were destroyed, forcing the closure of the Marina for the last three years. Completing Marina repairs and resuming operations at a fiscally sustainable level was an important objective for the City and a financial management plan was needed. In 2019, Stantec was retained by the City to perform an analysis, that included a long-term projection of the Marina Fund's financial sustainability. Our analysis concluded that the Marina would require financial assistance from the City's General Fund to complete the necessary capital projects and meet debt service requirements.

The marina's operations have been managed through an agreement with Westrec Marinas since 2009. As it has been several years since the agreement has been reviewed, and in light of the recent renovations, the City Commission decided to examine and clarify financial and operational arrangements for the Marina's future.

As such, the City presented a Request for Proposal (RFP) to parties interested in "Managing and/or Leasing Marina Facilities". The RFP is officially closed and the City has received five submittals for consideration. The City has outlined the three components of the evaluation criteria as follows: "Technical Capabilities", "Previous Experience", and "Financial Component". The City retained Stantec to assist with the evaluation of the financial component of the submittals.

APPROACH

Our analysis was based on data and assumptions derived from the proposals submitted by the five firms responding to RFP #2020-02 and the current operating contract with Westrec Marinas. The first step for evaluating each of the proposals from the potential management firms was to identify and isolate the financial information from each document. Five of the firms propose to manage operations of the Marina facilities (four new proposals plus the current operator, Westrec Marinas) and one firm, Safe Harbor Marina, proposes to lease the Marina facilities. It is important to distinguish between these two types of proposals since the management proposals are fee-based and the leasing proposal is payment-based. As a requirement, each submission includes the proposed management fee or proposed lease payment to the City. Other relevant financial information is included in some proposals, such as Oasis Marinas and Mobius Marine providing their own operating budgets with estimated revenues and expenses, while the other firms rely on the City's current operating budget.

Our approach to assisting the City with their evaluation was based on evaluating two financial components: the Fee Component and the Net Income Component. The Fee Component includes a calculation of the total annual management fee the City would be responsible to pay each potential management firm and the Net Income Component represents a projection of the annual net income potentially experienced by the City as a result of the Marina's operations.

Fee Component

As part of our analysis, we calculated the proposed management fee from each of the five firms offering management services. The management fee for each firm is structured to include a fixed component, which is charged annually or monthly, and a variable component, which is based on the Marina's revenues or profits. To the extent the management firm included a proposed operating budget, it was used as the basis for the calculation of the variable management fee, otherwise the current FY 2019-20 operating budget was used.

Figure 1 below ranks each management firm's total proposed annual fee from lowest to highest and summarizes some of the key elements of comparison.

Figure 1

	Oasis Marinas	Founders 3	Coastal Marina Management	Westrec Marinas (Incumbent)	Mobius Marine	Safe Harbor Marina
Included an Operating Budget in Proposal?	Yes	No	No	Yes (Current Budget)	Yes	N/A
Fixed Management Fee	\$48,000.00	\$78,000.00	\$84,000.00	\$95,268.56	\$70,000.00	N/A
Variable Management Fee - Basis	1.5% of Revenue	20% of Gross Revenue Exceeding Base Year (19-20)	1% of Gross Dockage Receipts and 75% of Gross Retail Sales	1% of Gross Revenues (Not Including Fuel or Retail)	10% of Operating Net Income	N/A
Variable Management Fee - Estimated	\$28,885.80	\$9,751.89	\$6,754.23	\$7,305.94	\$43,962.10	N/A
Total Management Fee	\$76,885.80	\$87,751.89	\$90,754.23	\$102,574.50	\$113,962.10	N/A
Rank	1	2	3	4	5	N/A

Net Income Component

The Net Income Component of our analysis compares each potential management firm's proposed operating net income and the proposed lease income from Safe Harbor Marina. As mentioned in the previous section, only two of the submittals included proposed operating budgets, Oasis Marinas and Mobius Marine. The current operating budget for FY 2019-20 was used as the basis for the evaluation of the current operator, Westrec Marinas, and the other three firms that submitted proposals; Founders 3, Coastal Marina Management, and Safe Harbor.

For purposes of evaluating operating net income, all grants and one-time transfers were excluded from the Marina's operating revenues, and all debt service and capital investments were excluded from the Marina's operating expenses. Also, the estimated fixed and variable management fees were subtracted from the calculated operating net income for each management firm.

The net income resulting from Safe Harbor Marina's lease payment reflects an annualization of the \$1,000,000 lease acquisition fee over the 10 year term, as well as the base rent of \$25,000, less \$ 78,125.80 repair and maintenance costs the City would be responsible for. The result is \$46,874.20 of Net Lease Income.

Figure 2 on the following page identifies each firm's proposal type (management or lease) and ranks each firm's proposed operating net income or lease payment from highest to lowest.

Figure 2

	Oasis Marinas	Mobius Marine	Coastal Marina Management	Founders 3	Westrec Marinas (Incumbent)	Safe Harbor Marina
Proposal Type	Management	Management	Management	Management	Management	Lease
Slip Rental Revenue	\$852,000	\$723,648	\$675,423	\$675,423	\$675,423	N/A
Gasoline/Fuel Revenue	\$998,220	\$1,426,125	\$943,480	\$943,480	\$943,480	N/A
Other Revenues	\$75,500	\$184,383	\$55,172	\$55,172	\$55,172	N/A
Less: Gasoline/Fuel Cost	\$699,376	\$1,112,400	\$731,300	\$731,300	\$731,300	N/A
Less: Operating Expenses	\$608,265	\$782,135	\$816,834	\$810,834	\$835,408	N/A
Less: Variable Management Fee	\$28,886	\$43,962	\$6,754	\$9,752	\$7,306	N/A
Proposed Operating Net Income	\$589,193	\$395,659	\$119,187	\$112,189	\$92,755	N/A
Lease Acquisition Fee (Annualized)	N/A	N/A	N/A	N/A	N/A	\$100,000.00
Base Rent	N/A	N/A	N/A	N/A	N/A	\$25,000.00
Less: Repair/Maintenance Costs	N/A	N/A	N/A	N/A	N/A	-\$78,125.80
Net Lease Income	N/A	N/A	N/A	N/A	N/A	\$46,874.20
Rank	1	2	3	4	5	6

CONCLUSION

The Oasis Marinas proposal offers the lowest total management fee and the projection of the highest operating net income for the City. If the City accepts all proposals as equivalent and comparable, their proposal clearly offers the best financial terms.

As the City interprets the proposals, it is worth considering the differences among the proposals and evaluating the ability of the firms to achieve the estimated or projected results underlying their proposals. The proposers' assumptions for differing budgets were not disclosed, and the other proposers' reliance on the City's budget should also be considered as the City seeks to rely on the representations in these proposals. If the firms are not able to generate the projected results, the financial implications to the City would differ from the projections shown.

It is also important to note that the Net Income Component of the analysis is based on data that is somewhat speculative in nature. We are unable to validate the underlying assumptions supporting each firm's proposed revenue and expense budgets and those assumptions have implications for the City. For instance, the Marina's Slip Rental revenue is a function of total slips available and the fees by City Commissioners, so it is possible that differences in projected Slip Rental revenue between proposers might not be justifiable.

Additionally, the City should weigh the differences in results relative to the Marina's overall budget. As an example, the difference of the lowest management fee to the highest is only \$36k, or approximately 1.2% of the Marina's total current budget.

If you or others at the City have any questions, please do not hesitate to call me at (904) 671-0117. We appreciate the opportunity to be of service to the City and look forward to the possibility of doing so again soon.

Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Fernandina Beach and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Fernandina Beach, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Fernandina Beach or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors that are incapable of precise measurement. As such, the use of this document and its findings by the City of Fernandina Beach should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

To whom it may concern:

Coastal Marina Management was formed in 2006 by Scott Burt. Scott has been actively involved in all aspects of the marina industry since 1983 with 25 years of active hands-on management experience of a large marina operation. He brings decades of broad based knowledge of yacht operations, dock systems, maintenance, fueling and, active marina management systems.

Coastal Marina Management (CMM) retains those attributes throughout its operational culture. The company is experienced, focused upon realistic and effective customer service and communication while providing transparent and complete reporting to the client. With the advantage of a relatively small company, CMM retains agility and ability to quickly adjust to changing markets and economic realities such as we are living through now. The company has seen many ups and downs throughout its history and has been able to effectively navigate and succeed through those challenges successfully.

Cornerstone principles:

- Listening carefully. Both to the marina customer and our front line staff (who most often know more about the business than anyone else) and especially our clients.
- Honesty and fairness. No compromise. More important in today's world than ever before.
- Quick response. Time is the enemy. We react and communicate very quickly. Most often personally.
- Transparency. The customer is educated and aware of the facts. The truth is all that matters. We deliver it quickly and accurately.
- Performance and results. We believe in lean, efficient operations while generating client profitability and measured results.
- Eyes on the ball. We never stop reinventing ourselves. Every day.
- Our teams. We're known for our ability to recruit and retain highly motivated team members which personalize our operations to achieve your goals and expectations.

We have effectively managed many different types of marinas throughout the years. From dry-storage operations to large yacht marinas to boat repair facilities and lake based operations.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

The company is experienced with the recruitment, leasing and oversight of restaurant and retail outlets as well as attracting other revenue generating marine operations. CMM is very familiar and vested in transient yacht traffic and known for creative and revenue producing dockage solutions.

Finally. CMM is well versed in the creation and hosting of marine events both internally and externally. We have the knowledge, flexibility and experience to assist and develop with small and large people-centered functions.

We would appreciate the opportunity to meet and discuss further.

Respectfully submitted,

Scott Burt, CMM Marinas.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Comparable projects:

Skull Creek Marina, Hilton Head Island. Took the project under management for the foreclosing bank. Re-organized, re-built dock office, moved operations to that location. Built favorable and respectful relationship with slip owner association and leased out boatyard while re-positioning the property for eventual sale.

Contact Susan Pope: (404) 626-6187

The Wharf Marina, Orange Beach Alabama. Brought project out of foreclosure, repositioned and assisted with sale to current owner. Have operated and developed/managed the marina for 8 years. Very successful and profitable operation with commercial tour boats, boat rentals, boat brokerages, very well established transient yacht location. Established highly successful branding and nationally recognized special events.

Kristen Hammack (225) 215-8265

Marker One Marina, Dunedin, Florida. Assisted current owner with purchase. Executed turn around to profitability and managed re-design and oversaw construction of Phase II adding 300 dry stack racks and 30 in water lift slips. Expanded retail presence and grew business to 90% occupancy (today).

David Finkelstein (713) 443-6853



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Coastal Marina Management (CMM) is pleased to offer this proposal to operate and manage the Fernandina Beach Marina in exchange for:

- \$7,000 per month base management fee.
- 1% of gross dockage receipts.
- 75% of retail of Gross Retail Sales (including fuel, ice, oil sundries and miscellaneous sales).

CMM will lease the retail store and fuel dock from the City at a mutually acceptable agreed upon price.

Why CMM?

We bring the necessary experience, knowledge and customer-centered passion necessary to work with the City of Fernandina Beach to grow the marina and meet/exceed expectations. We have the proven track record of being able to work on challenging "turn around" projects while being able to quickly change tactics to react effectively to changing markets. We are a small company, but we effectively leverage that to our advantage in three ways:

- As owner of the company I am personally involved and make frequent site visits and inspections.
- Our management team is not "top-heavy". All of us at CMM focus on individual client needs and make each project we take personal to us. *"If it's important to the client – it's very important to us"*.
- We're passionate about what we do. And dead serious about our reputation and that of our clients.

Finally. We're surprisingly well known throughout the industry. Our breadth of industry knowledge and contacts is well documented and far reaching. We have operated marinas for a long time and been involved in the construction/design and rebuilds of a variety of different types. Further, we've weathered the worst Mother Nature can throw at us after suffering a direct hit from the most recent CAT 5 to hit the Gulf Coast. Our two managed marinas in Panama City were directly in the eye-wall path of Hurricane Michael. With our hands-on approach and day-to-day management our marinas were the first to recover and be fully operational following the event *in a record sixth months*.

We'd sincerely appreciate the opportunity to work for you.

Respectfully submitted.

William D "Scott" Burt.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

**EXHIBIT "A"
CONTACT SHEET**

Name: Coastal Marina Management, LLC

Federal Taxpayer ID: 20-4685190

Mailing Address: 1500 W. 11th Street

City, State, & Zip Code: Panama City, FL 32401

Telephone: 850-233-1633 **Fax:** 850-233-3880

Email: Scott@CMMMarinas.com

Submitted By: William D. Burt

Title: Manager

FIRM Accepts Credit Cards*: Yes ☒ No

Accounting Contact:

Name: Debra Altman **Title:** Comptroller

Email Address: Debra@CMMMarinas.com **Phone:** 850-233-1633

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.
2. This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is William D. Burt and my relationship to the entity named above is Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

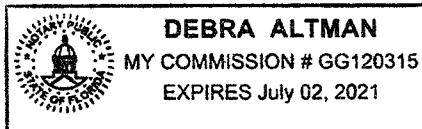
**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

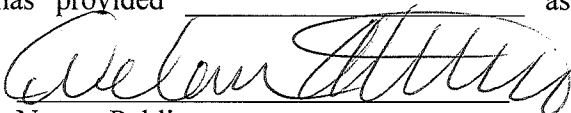
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

 4/21/20
Signature Date:

STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020, and is personally known to me, or has provided _____ as identification.




Notary Public
My Commission expires: 7/2/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

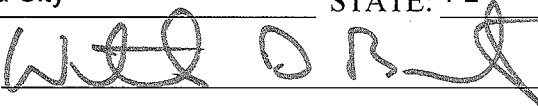
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Coastal Marina Management, LLC

CITY: Panama City STATE: FL ZIP CODE: 32401

SIGNATURE:  PHONE: 850-233-1633

NAME (TYPED OR PRINTED): William D. Burt TITLE: Manager

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-02

Project Description: Managing and/or Leasing Marina Facilities

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Coastal Marina Management, LLC

Authorized Signature: Will D B

Title: Manager

Date: 04/21/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: William D. Burt Title: Manager

Signature:  Date: 04/21/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Coastal Marina Management, LLC whose business address is 1500 W. 11th Street Panama City, FL 32401 and (if applicable) Federal Employer Identification Number (FEIN) is 20-4685190 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William D. Burt and my relationship to the entity named above is Manager.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

William D. Burt 4/21/20
Signature Date:

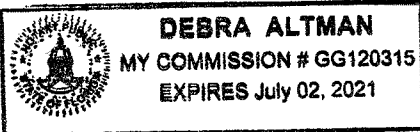
STATE OF FLORIDA
COUNTY OF Bay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Debra Altman
Notary Signature

My Commission expires: 7/2/2021

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

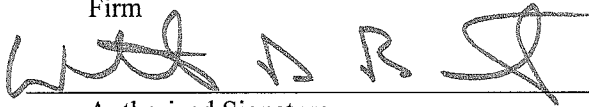
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Coastal Marina Management, LLC

04/21/2020

Firm

Date



William D. Burt, Manager

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Business Transition Checklist

- Corporate Ownership?
- Establish appropriate staffing level – Adjust to Seasonality.
- Tax ID number.
- Operating Account. Check signature cards. (Online banking and wire transfer ability)
- Order QuickBooks checks.
- Determine which version of QuickBooks. Update?
- A/R determine and secure. Collect/establish policy.
- Customer communication.
- Manager/company cell phone. Internal handheld radios?
- Liquor License?
- Insurance (G/L, Property and MOLL) add to CMM Master policy. W/C issues/claims outstanding?
- Paylocity employee transfer. Payroll information/existing compensation/date of last increase/amount.
- CMM handbook and employment practices/benefits.
- Submerged Land Lease transfer – Current/Compliance Issues?
- Merchant account and credit card processing.
- PCI compliance?
- QuickBooks, Marina Office and Point of Sale operating software.
- It Tunnel access (Josh Burnett).
- Web site, update, transfer control and access to Rick.
- Establish CMM email accounts.
- Utility accounts, vendor, service, waste disposal and fuel providers.
- Create Press Release ASAP.
- CMM Handbook distribution and employee background checks.
- Employee meeting to establish CMM expectations.
- Operating hours? Correct?
- Rekey property.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Business Transition Checklist

- Security system? Update passwords.
- Change emergency contact information with local first responders.
- Marina records. Secure?
- Secure/record all computers. Copy data ASAP.
- Equipment service, safety inspection records/service contracts.
- Fuel system registration update, monthly inspections.
- MSD data sheets.
- Fire protection system inspection current.
- Petty cash? Establish receipt policy.
- On site safe?
- Inventory entire marina, tools, supplies, ships store inventory, shop parts.
- Video entire property at transition.
- Social media? Facebook, Twitter access & passwords.
- Review Internet security, Wi-Fi and firewall.
- Computer back up procedures. Current?
- Daily safety equipment checklists.
- Heavy equipment service records. Current?
- Employee safety program? Equipment operator training?
- Safety compliance walkthrough/inspection with Insurance Underwriter and W/C carrier.
- Customer Service Training – Establish Expectations.
- Establish Property Daily Operating Procedures/Standards/Checklists.
- Chain of Command/Communications.
- Establish Storm/Emergency Protocols.
- Review Vendor/Customer Contracts.
- Subcontractor Insurance? Check-In/Check-Out Policy.
- Employee Parking Expectations.
- Establish Marketing/Promotional Plan for Client.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Professional Backgrounds of Personnel:

Donnie Chesscher – Operations Manager/Lead Project Manager

Donnie grew up on the water along the Alabama Gulf Coast before joining the Navy and serving our country overseas as a Corpsman in Iraq. Those five years taught critical thinking skills, in a very high-pressure environment that he still relies on today. After spending ten years in the private medical sector in California, he missed his Alabama family, as well as the salty sea breezes and joined our team in 2015 at the Wharf Marina in Orange Beach, Alabama. He oversees our day-to-day operations and with his hands-on experience Donnie is able to provide Coastal Marina clients with project management in the areas of:

- New Fuel System Installations
- Upgrade/Repair/Replace Dock Utilities and Support Structures
- Customized Slip Configuration
- Master Planning for Dockage to Maximize Revenue
- Office Technology, Networking, IT and Property Fiber Infrastructure

Donnie is also responsible for on-site operations during all Wheels Up special events including:

- Pre-Event Logistics
- Set-Up and Breakdown of Event Displays and Structures
- Schedule/Manage Event Team Members
- Site Inspection Both Pre and Post Event

Although operations are his specialty, Donnie's management style also ensures all team members feel valued while being held accountable to Coastal Marina Management's highest industry standards in both marina management and special events.

Scott Burt – Managing Member

Scott has over 46 year's professional experience in the marina business. He is well versed in dry storage, harbor and marina management, yacht and commercial vessel operations and special event promotion. Scott believes in the integration of upland amenities with marina operations and the connectivity of marine components such as comparable marinas and yacht clubs, boat dealerships and marine service centers.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

He has:

- Served on the steering committee with the State of Florida Department of Environmental Protection to create the widely recognized and acclaimed certified Clean Marina Program.
- Been recognized as a Certified Marina Manager.
- Maintained an active membership of the Association of Marine Industries since 1985.
- Served as Director of the North West Florida Marine Industries Association.
- Past Chairman of the Northwest Florida Marine Trades Association. During his term as Chairman, membership in the Association grew by 20%.

In 2006 Scott created Coastal Marina Management which offers effective and creative management solutions for today's waterfront marine developments. CMM's mission is to be an active and passionate advocate of the boating lifestyle by delivering across-the-board service, dynamic marina management, innovative consulting for waterfront development and design, and exciting special events.

Presently CMM operates seven marinas, five of which are located in Florida, one in Alabama and one in Texas. The CMM managed marina family represents a combined excess of 3500 racks/slips under management consisting of upland amenities, nationally recognized fishing tournaments, boat shows, boatyard repair facilities and major transient yacht destinations.

Debra Altman – Comptroller

Responsible for all financial and accounting functions, Debra is the senior financial officer of CMM and its affiliate, Wheels Up Events. Very knowledgeable of the marine industry and well connected to clients and managers alike, she comes from a long history of financial management over the past 19 years. Graduating in 2005 with her Business Administration degree, she's been responsible for the oversight of complicated business operations since.

She believes in:

- Strong fiscal controls and procedure adherence.
- Effective communication.
- Accuracy and complete transparency.
- Quick response/follow up.
- Timely and concise financial reporting.
- "Boots on the ground" marina training and inspections.



1500 W 11th Street
Panama City, FL 32401-1812
850-233-1633 / 850-233-3880 Fax

Since joining CMM in April of 2015, Debra has established:

- Contiguous use of one marina management software throughout all CMM managed properties.
- Developed a single source IT management and security system.
- Third level independent manual audit trail for major Sportfishing tournaments.
- Created internal chain of command and system process.

Debra excels at training and building redundancy within the financial controls and reporting side of the company. Never one to miss an opportunity to grow and develop team members to the best of their abilities, she is very organized, creative and holds everyone accountable to her high performing standards. Unique in her industry, she understands how important it is to travel to each marina property and inspect/train the onsite staff personally and directly. Married to her husband Steve, Debra enjoys boating on her pontoon boat and motorcycling on their Harley Davidson.

Ashley Claypole – Human Resources & Events Coordinator

A long time Floridian, Ashley oversees human resources and is responsible for employee management. Highly organized and methodical, she oversees and handles all things related to payroll, employee benefits, currency and employee communications. She believes in:

- Structured and methodical employee relations.
- Complete transparency.
- Consistent communications.
- Corporate fairness.
- Employee benefit planning/management and implementation.

Additionally, Ashley serves as the Events Coordinator for all special events and fishing tournaments/boats organized by CMM and Wheels Up Events. She excels at implementing and programing fishing competition scorekeeping and complex optional entry registrations. Multi-tasking comes naturally to her.

Among the many talents she exemplifies are:

- Multiple roles within the scorekeeping of high-end Billfish tournament with million-dollar purses.
- Creative spreadsheet solutions to complex tournament optional entry programs.
- Tracking and communications with boat show sponsors and exhibitors.

A consummate Mom (yes, she drives a minivan) Ashley excels at maintaining her work/life balance, remaining 100% focused on her husband Ryan, and her two children Coral and Reef.



MARINA MANAGEMENT PROPOSAL

FERNANDINA
BEACH
MARINA

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** WI

AUTHORIZED SIGNATURE:  **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** Wisconsin

AUTHORIZED SIGNATURE:  **DATE:** 4/27/20

**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING**

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: John Matheson **TITLE:** President

ADDRESS: 252 E. Highland Avenue

CITY: Milwaukee **STATE:** WI

AUTHORIZED SIGNATURE:  **DATE:** 4/27/20

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? **Not at this time.**
2. Can we get a copy of the current agreement between the city and Westrec?
The current Westrec lease is included in Addendum No. 2 on the City website.
3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
This information can be found at <https://www.fbfl.us/documentcenterii.asp>, Finance folder to Audit folder.

TABLE OF CONTENTS

SECTION ONE 9

Introductory Narrative

SECTION TWO 12

Work History Examples

SECTION THREE 16

Professional Background

SECTION FOUR 20

Approach & Operations

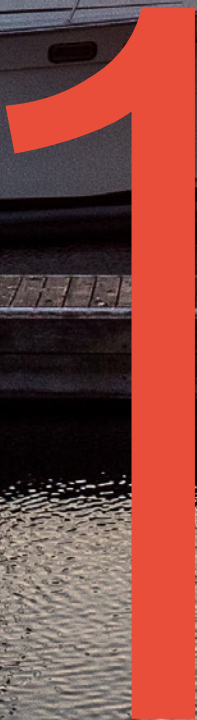
SECTION FIVE 48

Appendix: Exhibits A-H



INTRODUCTORY NARRATIVE

FERNANDINA
BEACH
MARINA



REEFPPOINT MARINA
921 Slips on Lake Michigan

SECTION ONE

INTRODUCTORY
NARRATIVE

FERNANDINA BEACH MARINA

With reconstructed docks, the City of Fernandina Beach Marina is positioned to be a viable and financially productive marina for many years into the future. However, new dockage alone will not solve the challenges facing the City. Even with FEMA reimbursement, the City will still have millions in debt that must be paid placing a higher revenue expectation from the marina. Additionally, the marina should be integrated with the waterfront park and downtown business community, so they operate as a cohesive amenity, not only for boaters, but for all residents and visitors.

F3 Marina was formed and structured specifically to meet the unique needs of public-owned marinas. We understand that marinas are one of many amenities in a community and they should be integrated as much as possible. This is especially true for Fernandina Beach with the investment in the waterfront park and the proximity to the downtown businesses. While the financial contribution from the marina is a priority, as it should be, a well-managed marina is extremely important as a community amenity as well and should be managed with this in mind. This is easier said than done.

Successful management of marinas have become more sophisticated and specialized over the past 15 years for a number of reasons. Boaters have higher expectations, there is more competition and capital costs have increased putting a financial strain on marina owners. The only way to pay for the increased costs is to increase revenue through higher occupancy and steady increases in rates. This is where problems occur for many operators. Boaters will gravitate to marinas that provide an experience that meets their high expectations. New facilities and infrastructure is important but not enough. The advertising/branding, interaction with staff, amenities, and personal attention are all extremely important to maintain revenue growth. Achieving this level of service and professionalism is not easy unless the management firm has a culture of hospitality and a strong process for training and quality control.

Our approach for management of the City of Fernandina Beach Marina is as follows:

- Maximize marina revenue through increased occupancy with aggressive, professional marketing
- Improve the awareness and enhance the image of the marina and community
- Protect the physical assets for the long-term through planned maintenance
- Have a portion of the management fee “at risk” based on financial performance of marina
- Leverage other F3 Marina managed marinas to increase transient traffic.

The transient boater community is a critical element for the success and growth in occupancy for the Fernandina Beach Marina. F3 Managed marinas in Daytona Beach (Halifax Harbor Marina) with 575 slips and Titusville Marina with 200 slips enjoy strong transient boaters that migrate up and down the East Coast. Promoting the City of Fernandina Beach Marina at these marinas will assist in growing transient traffic along with the more local visitors.

SECTION ONE

INTRODUCTORY
NARRATIVE

Our ability to market and increase occupancy for city owned marinas is a strong point in our success as demonstrated with the marina examples included in this proposal. Reefpoint saw occupancy jump by 260 boaters within 4 years and Titusville went from 49% occupancy at our start to 97% within 14 months and it has stayed there for 4 years and three rate increases. Halifax has only been under F3 Marina management for under a year but has benefited from much needed upgrades in marketing, visual appeal and occupancy.

It is our belief to form long-lasting partnerships with our clients through doing what we say we will do and providing sound strategic advice. Our proposal demonstrates our willingness to put a notable portion of our management fee at risk, only to be earned if successful in growing revenue. Our first year is likely a break-even year for us as we expect to perform and benefit through greater revenue growth in the future. This is due to our confidence in the ability in our marketing team to generate high demand through strong marketing and exceptional customer care to boaters.

We also know that while the marketing brings them to the marina, it is the experience they encounter while at the marina that cause them to return and spread the word. This takes the right people and a comprehensive training program. While many operators do not invest in oversight and training, our approach has been to employ an active management style to coach, train and challenge our managers to think creatively to solve the goals set out with marina ownership. This will certainly be the case for Fernandina Beach Marina if F3 Marina was the winning bidder. Our Vice President of Marina, Alain Giudice, who runs the entire marina operation throughout the U.S. and South American lives just a few hours away from Fernandina Beach in Florida. Our Regional Manager, Tom Lawson in Titusville and Dave Cronin, Manager in Daytona all will be contributing as a team as well. Part of our training and ongoing management is to bring other F3 Marina managers on-site to offer a different perspective for ways to improve. This will be the case with Fernandina Beach Marina. Not only will other managers visit the marina, but the FBM manager will visit other F3 Managed marinas to take the best of what we do elsewhere that can apply to Fernandina Beach Marina.

A key value we bring with our style of management is timely, accurate and meaningful reporting. We not only create a well-conceived budget but work with our client to define goals for the upcoming year. In addition to the detailed monthly reports, all our properties provide a one-page executive summary reports each week of key metrics such as transient visits, fuel and ships store sales, marketing efforts and operational issues. Our clients find this very helpful to keep tabs on the marina while waiting for the monthly report.

Lastly, our company is part of a larger real estate firm, Founders 3 Real Estate Services. Since 1995 we have provided advice and management and brokerage to developers and owners of commercial real estate including public general aviation airports. This capability allows us to understand upland development and better integrate with other private developers to benefit the entire waterfront.

It is our belief that we offer the strongest capabilities for achieving the goals for the City at Fernandina Beach Marina. We look forward to the opportunity to add Fernandina Beach Marina to our growing list of success stories.



WORK
HISTORY
EXAMPLES

FERNANDINA
BEACH
MARINA

HARBOR CENTRE MARINA
280 Slips on Lake Michigan

WORK HISTORY EXAMPLES

TITUSVILLE MARINA

TITUSVILLE, FLORIDA



Overview

The City of Titusville owns and managed the Titusville Municipal Marina near Kennedy Space Center in Florida. With occupancy around 49% and declining revenue, the City was struggling with how to improve occupancy and the financial performance. Additionally, the marina is aging and has a tired visual appearance and staff that lacked good leadership and a service culture. F3 Marina was selected after a national bidding process and started in October, 2015.

Strategy & Results

- Occupancy improved from 49% to 93% within 14 months of takeover.
- Marina currently runs at or above 97% occupied.
- Made cosmetic upgrades to grounds and buildings, remodeled ships store improving sales, improved overall visual appeal.
- New leadership and staff have created a dramatically improved image for the Marina.
- City considers the Marina an “outsourcing success story” for the City.
- Purchased new marina software
- Installed security gates at all docks. Installed all new landscaping - painted buildings
- Converted old manager's office into a boater's lounge for customers
- Remodeled all restrooms/showers. Renovated laundry room and purchased new washers/dryers.
- Coordinated with city and FEMA to complete repairs to docks after hurricane Matthew
- Remodeled ship store - increased sales
- Completely overhauled mooring field with new, improved equipment to lower maintenance costs and increase usage.
- Purchased new fuel dispensers
- With increased occupancy and revenue, the marina was able to pay off all debt due to city
- Currently constructing new 800 sq. ft. multi-use building



Owner/Reference

The City of Titusville, Florida - Tom Abbate, Assistant City Manager | p: 321.567.3702

WORK HISTORY EXAMPLES

HALIFAX HARBOR MARINA

DAYTONA BEACH, FLORIDA



Overview

Located in the heart of Daytona Beach, Florida, this 550-slip 60-acre property is owned by the City of Daytona Beach and professionally managed by F3 Marina. Halifax Harbor provides year-round docking facilities for boaters seeking a permanent slip, as well as seasonal or overnight accommodations. Ideally located right off the Intracoastal Waterway, the Marina is just a short ride to the open ocean. Enjoy easy access to nearby shopping, restaurants, and entertainment — located just minutes from Daytona International Speedway, Daytona International Airport, the World's Most Famous Beach and the quaint, picturesque waterfront Downtown.

Strategy & Results

- Cost effective repairs of deferred R&M projects. Using our marine industry knowledge and experience to purchase needed parts and labor in a cost effective and efficient process.
- A/R Proactive approaches and marina specific software used to cleanup of old and delinquent accounts as well as accurately track current accounts.
- Capital projects. In partnership with CODB, Identifying the needed improvements and prioritizing them to work within seasonal fluctuations and operational budgets.
- Providing accurate and timely reports tracking financials and operations activity.
- Occupancy. Increasing occupancy thru target marketing to attract and retain a desired customer base. Using analytics to establish the correct mix of dedicated slips for transient and seasonal customers.

Owner/Reference

The City of Daytona Beach - Michael A. Stallwood, Business Enterprise Management Director
e: stallworthm@cobd.us | p: 386.671.8075

WORK HISTORY EXAMPLES

REEFPPOINT MARINA

RACINE, WISCONSIN



Overview

Reefpoint Marina, owned by Racine County, located on Lake Michigan in Racine, Wisconsin, is a 921 slip marina that has served southeastern Wisconsin and the Chicago markets since the late 1980s. While ReefPoint has a good reputation, the property had fallen into disrepair with declining occupancy and operated at a loss. In May 2013, F3 Marina was hired to manage and revitalize this iconic Facility.

Strategy

- Replace staff with a much more hospitality focused team including leadership.
- Formulated high standards for marina physical well-being and maintenance/visual appeal along with accountable staff to monitor daily.
- Placed a focus on boater interaction and delivering “Memorable Moments” of exceeding service with boaters.
- Re-brand marina with new graphics, web-site, social media, and industry advertising.
- Work with Charter fishing fleet to improve services and relations.
- Design a program of events to foster loyalty through boater interaction and entertainment.
- Form close relationships with local groups and associations such as downtown association, Chamber of Commerce and others to work together on programs.
- Increased fees to allow for increased cash flow to make continued property improvements while also increasing occupancy.

Results

- Total revenue increased by 37% since 2013.
- Occupancy growth from 189 to 524 since 2013.
- Transient slip increase of 203% since 2013.
- Ship store revenue increase of 226% since 2014.

Owner/Reference

Racine County - Michael Lanzdorf, Racine County Corporate Council
e: michael.lanzdorf@racinecounty.com | p: 262-636-3115





PROFESSIONAL
BACKGROUND

FERNANDINA
BEACH
MARINA

3

EGG HARBOR MARINA
85 Slips on Lake Michigan

SECTION THREE

KEY PERSONNEL



QUALIFIED PROFESSIONALS

JOHN MATHESON, PRESIDENT

Mr. Matheson is a principal at Founders 3 Real Estate Services. Since 1983, John has dedicated his professional career to improving the performance and value of commercial real estate. Over a span of nearly 20 years at Simon Property Group, Balcort, and Insignia/ESG, John worked with and contributed to some of the best real estate operational and management systems in the business. His responsibilities included management of very high performing enclosed malls, full renovations, re-positioning and marketing/branding efforts.

John specializes in the growth and performance of the F3 Marina brand of management services. He has been instrumental in expanding marina assignments throughout the U.S. and internationally. A long-time boater, he understands the boaters perspective as well as the marina owner. John joined the company as Executive Vice President and became a Partner in 2002, to bring a retail expertise to the firm and oversee the day to day operations. During that time, the firm had grown from 30 employees in Milwaukee in 2002, to a staff of over 200 spanning 5 states. In his current role as Principal, John's focus is to create a platform for continued growth by providing clients with a consistently high quality service and developing good leadership with an emphasis on innovation within the organization. He also plays a key role in the growth of the Marina and Aviation divisions as they expand throughout the U.S. and international locations.

He is the licensed broker of record for the company, Certified Property Manager (CPM), Certified Marketing Director (CMD), International Council of Shopping Centers (ICSC), member of the Association of Marina Industries (AMI) International Marina Institute (IMI), and Institute of Real Estate Management (IREM) and holds a B.S. from the Indiana University School of Business.

SECTION THREE

KEY PERSONNEL



ALAIN GIUDICE, SR. VICE PRESIDENT MARINA DIVISION

Alain has over 25 years of experience in the marina and hospitality industries; developing and managing marinas around the world. He began as a first officer on a 108 ft sailing yacht eventually moving on to manage the Puerto Del Ray Marina and El Conquistador Resort and Country Club in Fajardo, Puerto Rico then the Boca Raton Resort and Club Marina in Florida, where under his leadership, the Resort earned a #1 in the world rating by Robb Report. For 5 years, Alain served as Director of Marina Operations at the Atlantis Resort Paradise Island in Nassau. His role as Operations Director for Camper & Nicholsons Marinas International Ltd. took Alain to Sanya, China, Grenada, Turkey, Egypt and the United Arab Emirates, where the company developed, consulted and set up operations for their worldwide marina clientele. Alain collaborated in the design and development as well as the management of the Faro Blanco Resort and Yacht Club Marina in Marathon Key, Florida.

Throughout his career Alain has been involved in sales and marketing, business planning and development, operations management, finance, property expansion, staff training and development, and has organized and hosted international yachting and boat shows. He has a wide range of experience in client relations and has acted as liaison to captains, crew, charter and yacht brokers, government officials and yacht owners.

Alain oversees the day to day operations of F3 Marina, the Marina Management division of Founders 3, including marina set-up, quality control, hiring and implementation of our procedures & core values. His 25+ years of experience provides our managed marinas with insight, advice and assistance in strategic planning and operational performance.



TOM LAWSON, GENERAL MANAGER

Tom Lawson joined the F3 Marina Team as General Manager of Titusville Marina in September 2015 with over 15 years of marina management experience in both private and public sector, and is a Certified Marina Manager (CMM) through the Association of Marine Industries.

Prior to joining F3 Marina Tom developed an extensive background in management, budgeting and procurement, strategic planning and facilities maintenance throughout his career in the United States Air Force, West End Land & Golf Course Development, Lakeside Yacht Club and Whiskey Island Marina.

Tom began his career in the marina business as a dockhand at Lakeside Yacht Club on Lake Erie in Cleveland, Ohio in 2003. He worked his way up through the ranks to the position of Harbormaster. He left the yacht club to take on the challenge of a county-owned property located in Cleveland, Whiskey Island Marina, with over 60 acres.

At Whiskey Island Marina, Tom Led the recovery and rebuilding operation necessary after the marina was destroyed by Hurricane Sandy in October 2012. Working directly with the Federal Emergency Management Administration (FEMA), he obtained multiple quotes to meet government procurement requirements, negotiated contracts and insurance claims, served as general contractor to oversee permitting, delivery and installation of new docks and utilities, managed the expectations of boaters during construction, and successfully completed the project in time for the 2013 season opening, under budget and in compliance with Federal Emergency Management Administration regulations.

Since taking over the Titusville Marina, Tom has increased the occupancy rate from a low 49% to 100% during its busy season and maintaining at least a 90% occupancy rate throughout the low season. He has increased the revenue from a six-figure loss to a six-figure profit in just two years and has been able to pay down the debt of the marina.

SECTION THREE

KEY PERSONNEL



QUALIFIED PROFESSIONALS

PHIL COOK, MANAGER OF FINANCE & OPERATIONS - MARINA

Phil Cook joined the company in 2013. Phil is responsible for producing timely and accurate monthly financials, managing airport and marina accounting software and ensuring procedures and financial controls are followed. Phil works closely with clients on a monthly customized financial package to suit their specific needs. In addition Phil regularly evaluates systems to ensure continual improvement of aviation and marina operations. He coordinates with all aviation and marina managers on their yearly budget and monthly budget versus actual analysis. Phil oversees aviation and marinas' payables, receivables, banking and treasury management.

Prior to joining the company, Phil worked as an accounting supervisor at Charleston|Orwig, a full service marketing and advertising agency focused on food system client reputation management and marketing integration. His responsibilities included further implementation of a new system for the company and training employees on its functions. He was also instrumental in the improvement and utilization of the new system's reporting to create the overall financial package for the ownership group.

Phil is a current Certified Public Accountant candidate.



LINDSAY LARSON, MARINA ACCOUNTANT

Lindsay Larson joined Founders 3 Management Company in 2016. Lindsay has taken accounting courses at Concordia University and has her A.A.S in Marketing Management. She has six years of experience in the property management field and has worked in various positions in the industry. Prior to joining Founders 3, Lindsay worked at Northland Management Company as their residential relations representative.

Software Expertise:

- QuickBooks Pro & Enterprise – Desktop & Online
- Yardi – Genesis & Voyager
- FSM
- Scribble



DANI MILL, MARKETING SPECIALIST

Dani joined Founders 3 Real Estate Services in early 2018, bringing six years of marketing experience to the team. Dani specializes in marketing, branding and promotional work for the firm, including: website and social media management, PR, advertising, event coordination, creation of marketing collateral and a variety of additional marketing support. She also works closely with the Management Services team to coordinate and implement marketing strategies for the residential, commercial, marina and aviation divisions. Prior to joining the F3 team, Dani worked with a local construction management firm as marketing coordinator.

Dani graduated from UW-Whitewater with a degree in Graphic Design and Marketing.



APPROACH & OPERATIONS

FERNANDINA
BEACH
MARINA

4

TITUSVILLE MARINA
205 Slips on Lake ICW

SECTION FOUR

CORPORATE
OVERVIEWDESCRIPTION OF COMPANY
BACKGROUND & ORGANIZATION

F3 Marina is a division of Founders 3 Real Estate Services based in Milwaukee, Wisconsin. Formerly Siegel-Gallagher Management Company, the firm merged with two commercial brokerage companies in 2017 to create a powerful full service real estate and marina management company. Since 1995, companies throughout the U.S. had come to rely on our commitment to meet their real estate needs. With this merger, we have improved our ability to focus on creative problem solving and building long-term relationships to expertly guide our clients on the journey to reach their ultimate real estate goals.

Founders 3 Real Estate Services is a premier, full-service real estate firm offering a full menu of brokerage and property management services that include the following:

Property Management for:

- Aviation (F3 Aviation)
 - Construction Management
 - Airport Management
 - Strategic Planning
- Industrial
- Marina (F3 Marina)
 - Feasibility
 - Design
 - Construction Management
 - Commissioning/Branding Marketing
 - Management
 - Redevelopment
- Office
- Residential
- Retail
- Leasing and Brokerage Services
- Building Maintenance
- Equipment Upgrades and Retrofits
- Investment Sales: Multi-family, Retail, Office, Industrial, & Land
- Turn-around Specialists
- Lease-up Expertise
- Construction Management
- Asset Management
- Development Consultation
- Tenant Services
- Energy Management Solutions
- Troubled Assets: Receiverships and Workouts

SECTION FOUR

CORPORATE
OVERVIEW

OUR PROMISE

We treat your business as we would our own, with direct engagement from the top down, value at every level, an unwavering commitment to the highest standards, and a robust appetite for making GREAT happen.

OUR VISION

We believe in the relentless pursuit of perfection and the value it brings to our clients, our community and ourselves.

HOW WE SUCCEED

We are intently focused on creating value for our clients and are dedicated to continually improving our company and ourselves by practicing C.A.R.E. in everything we do.

COMMITMENT to our clients, company & community
ACCOUNTABILITY for our actions & results
RESPECT for ourselves & others
EXCELLENCE in all we do

INSTITUTIONAL EXPERTISE, BOUTIQUE SERVICES

Founders 3 has become a management powerhouse for clients large and small; public, institutional, non-profit, mom-and-pop. Now managing more than 5 million commercial square feet, 5,000 apartment units and 4,000 marina slips and our brokerage group represents 52 national retailers and 150 landlords. We believe our sole purpose is to focus on our clients and create the best possible experience by making real estate understandable through our attention to detail, user-friendly systems, and belief that their success is our success.

Holding the Accredited Management Organization (AMO) designation from the Institute of Real Estate Management (IREM), Founders 3 joined an elite management fraternity of less than 550 firms globally, managing more than \$123B in assets, more than 1 million residential units and nearly 550 million square feet of commercial space. With 230 employees in the Midwest and South, we continue to expand our reach.

We are results-oriented; we are success-driven; and we are a hard working team of highly qualified real estate professionals, whose combined experience consistently is recognized by awards and accolades, including four Building of the Year Awards through the Building Owners and Managers Association, as well as being named the “Accredited Management Organization (AMO) of the Year” in 2015 by the Institute of Real Estate Management (IREM). Yet, we continue to reflect and recognize, our success begins with our clients and with our belief that in everything we do, we believe in our clients living the life they want, we believe in their peace of mind.

SECTION FOUR

CORPORATE
OVERVIEW

F3 MARINA – OUR ORIGIN

There has been significant changes in the marina marketplace over the past 15 years. Many public and private marinas have been constructed at a pace that has surpassed demand. With more slips than boaters to fill them in many markets, boaters have more choices and will gravitate to those marinas that best can meet their high expectations. Many marinas are also in need of repair to aging infrastructure and face increased costs. To remain competitive, successful marina operators must have a well-conceived strategy to remain successful. This includes incorporating professional and sophisticated programs for customer service, marketing/branding, and profit centers to maximize revenue.

Because of our heavy background in management of residential, retail and commercial, we understand how those industries function. This expertise allows us to better integrate with upland development with events, cross-promotion, and operational decisions so the entire development can act in a coordinated manner.

Many marina operators lack the culture, processes and industry specific knowledge required to remain competitive. Without these skills or a defined strategy for the future, they are not maximizing their potential. Created to fill this void, F3 Marina has specialized skills from over 20 years in marketing/branding, exceptional customer service, and meeting financial goals. Our dedication to achieving our client's vision and gaining their trust has help propel F3 Marina to become a competitive force in marina services on the international stage.

We establish long-term relationships with our clients to achieve their marina related goals through exceptional individualized management built on trust. We deliver a memorable experience for our boaters, provide professional and aggressive marketing, and are ambassadors for the communities in which we work.

SECTION FOUR

CORPORATE
OVERVIEW

OUR PEOPLE

Exceptional management begins with the right people coupled with constant training and a culture that empowers but holds staff accountable. It is only in an environment where people are given the tools to succeed that real progress occurs. F3 Marina only looks for staff that will exhibit the core values of: **C.A.R.E.** – **C**ommitment, **A**ccountability, **R**espect and **E**xcellence with their everyday actions. F3 Marina views marina management as a hospitality function. F3 Marina team members have a passion for the boating lifestyle and doing whatever it takes to make the marinas they manage a success for our clients. Our fully trained professional and uniformed staff will be focused on providing a memorable boating experience to all boaters at every opportunity.

We feel strongly that we must invest in our people through continued training to remain the best. All Marina Managers are required to possess or be working towards their Certified Marina Manager (CMM) or their Certified Marina Operator designation (CMO). This is an internationally recognized designation by the Association of Marina Industries. In addition, each employee also provides a Personal Training Plan that outlines areas of focus for their individualized training and learning. This includes formalized training through classroom study and certifications as well as working internally with company mentors to improve their ability to achieve excellence.

SECTION FOUR

CORPORATE
OVERVIEW

HOW WE ARE DIFFERENT

- Marketing/Branding
- Upland Integration
- Exceptional Service
- Financial Performance

Marketing/Branding

A professional and aggressive marketing program is custom designed for each marina. Designing and executing a strategic marketing plan keeps demand high, maximizing revenue and establishes a brand identity. Through creation and utilization of a professional website, regular use of social media, print advertising and a strong transient program, F3 Marina can ensure the marina is strongly positioned against competition.

Upland Integration

A core expertise of the F3 Marina strategy and part of what sets us apart is our focus on active integration with the local business community as another marina amenity. Through our retail, residential and commercial expertise, we find creative ways to maximize the upland amenities in a manner that creates loyalty with boaters and sets the marina apart.

Exceptional Service

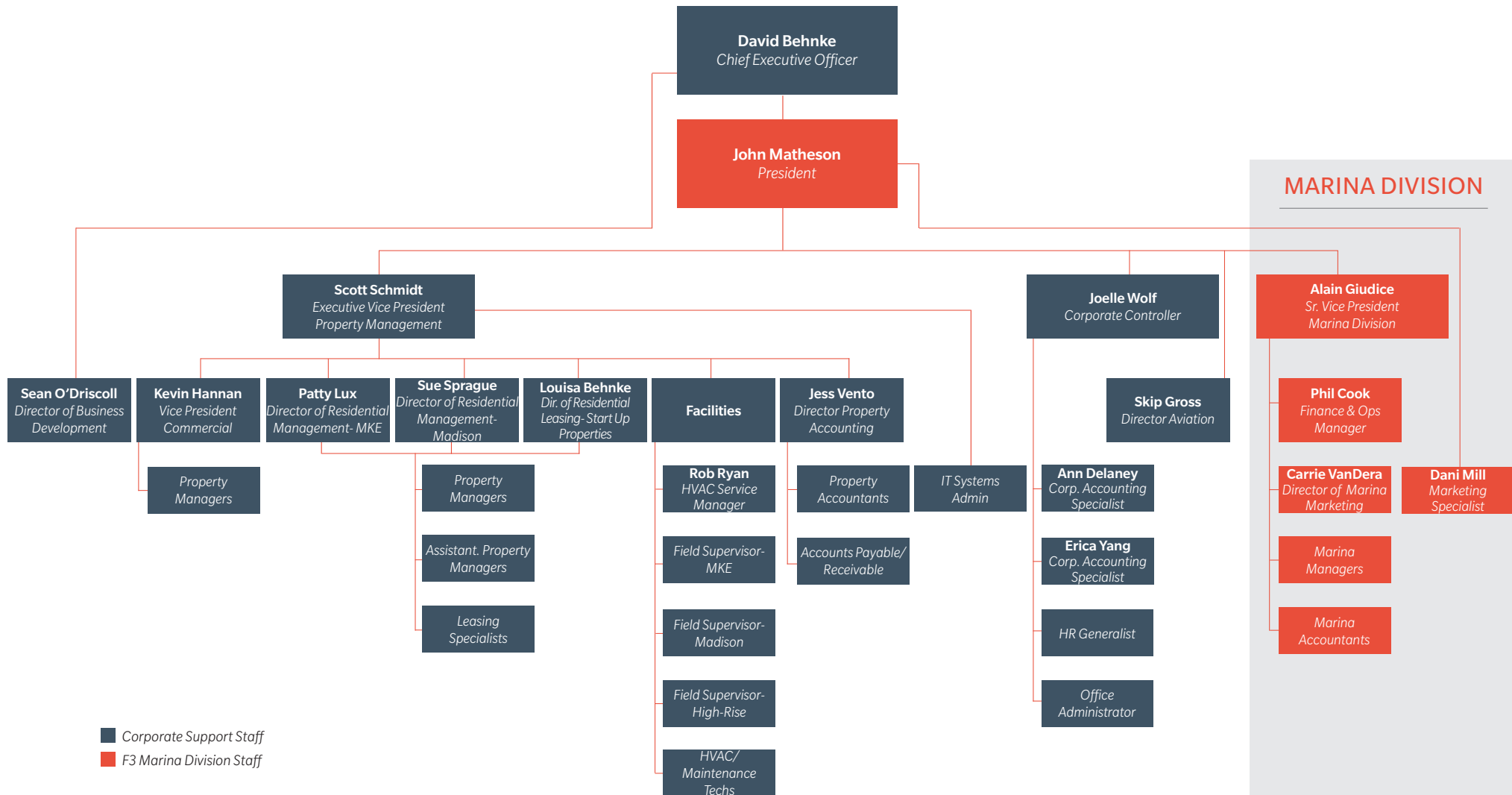
While physical amenities attract boaters, they stay because of the experience delivered by staff. Providing these experiences on a consistent basis can only exist in an organization that includes service as a core part of its culture as we have since 1995. It begins with hiring the right people that can demonstrate hospitality as part of their regular behavior and interpersonal skills. Part of delivering this experience includes events, entertainment, frequent communication and an accessible leadership staff that is engaged with boaters.

Financial Performance

We know how to improve the value and performance of the assets we manage. Strong financial controls, maximizing revenue and planning for the financial sustainability are fundamental strengths within our organization. Detailed annual budgeting, comprehensive monthly reporting, and weekly one-page executive summaries keep ownership fully up to date on key metrics of performance.

CORPORATE OVERVIEW

ORGANIZATIONAL CHART



OUR CURRENT PORTFOLIO

Delivering exceptional marina management services globally.



SECTION FOUR

MANAGEMENT
PLAN

HIRING AND TRAINING

It is anticipated that existing staff at the Marina will have interest to remain in their current roles. Our process for evaluating employees, whether existing staff at the marina or from outside, is extremely important. Successful marina management starts with the right people in the right roles. In addition to possessing the technical abilities and experience, all candidates must demonstrate alignment with our Core Values and Culture.

C.A.R.E. Culture

All employees must understand and exhibit the **C.A.R.E** core values for our company: **C**ommitment, **A**ccountability, **R**espect and **E**xcellence. Commitment to our clients, ourselves, our company and our goals. Accountability for our actions and results; Respect for ourselves, clients, customers and co-workers; and finally, striving for Excellence in all that we do. These values are the basis of how we approach our everyday actions. F3 Marina team members have a passion for the boating lifestyle and doing whatever it takes to make the marinas they manage a success for our clients.

DISC Profile

All candidates are required to take a DISC Survey that defines natural behaviors and traits into a “style characteristic”. Certain roles are better suited for people that possess certain style characteristics. While this is not the only tool used in hiring, it is one of several used to ensure a good fit for a particular role.

Marina Manager Traits

F3 Marina approaches the role of Marina Manager differently than most other operators. Not only are we concerned with their abilities in financial and operational matters, but we place a high value on the ability to effectively collaborate with the many different stakeholders needed to make the marina successful such as boaters, local merchants, non-profits, area residents, visiting boaters, client and vendors. The ability to lead and communicate well is often an afterthought for many marina operators resulting in less than ideal relationships with marina management. The Marina Manager will play a major role in the marketing strategy and building strong relationships with the community.

All Marina Managers are required to possess or be working towards their CMM (Certified Marina Manager). This is an internationally recognized designation by the Association of Marina Industries. We hire and train true leaders in this role that know how to teach others to take ownership of their own roles and success. They involve staff in the goal process and allow them freedom to find solutions to accomplish these goals. Anyone that has staff reporting to them must learn the way to lead, manage and hold people accountable. This way, the marina has the entire staff working in harmony, all trying to reach the same goals.

The Marina Manager role will be accountable for helping define and achieve the specific goals of the Marina, under the direct oversight of Alain Giudice, Sr. Vice President Marina Division.

SECTION FOUR

MANAGEMENT
PLAN

F3 Marina uses an active form of marina oversight to ensure the quality standards and goals are met. The Marina Manager collaborates with Alain Giudice, to determine specific annual and quarterly goals. Once established, a weekly “Traction” meeting with the VP Operations will ensure the Marina Manager is on track with goals.

The hiring of additional staff falls to the Marina Manager under the direction of our corporate Human Resources Department and as allowed by marina budget. F3 Marina will first look to the local community to fill all roles.

Training

Continual training for all of our employees is an important part of our culture. This can take the form of several forms such as internal mentoring/training, formal outside classroom, and industry designations. Each employee is allowed a \$1,000 educational allowance annually and is required to create a personal growth plan that outlines a strategy for professional growth within their specific role with the company. Marina Managers tour other F3 Marinas to gain ideas and further training that benefits their abilities to reach our marina goals.

SECTION FOUR

MANAGEMENT
PLAN

MARKETING PLAN

Creative and aggressive marketing and branding of the marina is a cornerstone of F3 Marina. Our strategy is to not only promote the marina well to maintain strong demand and occupancy, but also promote the City as an amenity. Our approach and capabilities for marina marketing are identified below:

Branding/Logo

- Evaluate the current logo and use.
- Update logo if needed
- Provide a logo use guide that defines proper use for electronic, print, uniforms and other media.

Print Publications Ads

- Design print advertising creative for use in all appropriate marina publications.

Website

The website will reflect the same graphics, look and feel of the print publication and include at a minimum:

- Professional photos of marina, uniformed staff, dockage, events, boaters
- Portal for service requests from boaters
- Link for boaters to obtain slip reservations
- SEO (search engine optimization) to ensure website is listed near top for specified search words
- Listing of area amenities
- Photos of marina and events
- Links and information on marina weather and other appropriate information

Social Media

The primary role for the Facebook account will be to provide updated information to existing and potential boaters and be a source for information boaters can turn to for events and activities regarding the Marina. Additionally, posts will include not only Marina related activities, but also happenings at upland businesses and organizations and from the general local community. Posts from Marina staff will be at least weekly to provide boaters with a sense of activity at the Marina.

MARKETING/BRANDING

SAMPLE PRINT MATERIAL



ReefPoint MARINA
RACINE • WISCONSIN

A first class destination
this beautiful safe deep water marina features
exceptional amenities with superior customer service.

“...after a 3 year break from ReefPoint...We met the NEW operators...I have had a few requests and they really mean it when they ask if you need anything. We are back and here forever...most of our friends are still here and we couldn't be happier.” -Jeff Krueger, ReefPoint Boater

Only a Short Walk to Historic Racine for Shopping, Dining & Entertainment
Outdoor Heated Pool / Hot Tubs
Newly Remodeled Restrooms
Fuel Dock / Free Pump Out
New Onsite Restaurant
New Boater's Lounge
Fish Cleaning Station
Grills / Picnic Areas
New Boater Store
Free WiFi

OWNED BY
reefpointmarina.org
2 Christopher Columbus Causeway
Racine, Wisconsin
www.reefpointmarina.org
Phone: 262.633.7177

conveniently located between Milwaukee & Chicago



SLIP REFERRAL DISCOUNT PROGRAM

Refer a friend and receive a \$200 discount

For every friend you refer that signs a slip contract with us they will receive a \$200 slip fee discount and you will receive \$200 off next season's fees.

Offer valid April 1st thru September 30.

Call Terri at 847.244.3133 for full details.

35 South Harbor Place, Waukegan, IL 60085
T. 847.244.3133 | waukeganharbor.com

Waukegan Harbor & Marina
PORT DISTRICT
Waukegan, IL




AMENITIES ABOARD

WELCOME GUESTS

OFFICE & SHIP STORE HOURS
The office is open 9AM - 5PM
Normal Day (Monday - Friday) 9:00AM to 5:00PM
Normal Day (Saturday - Sunday) 9:00AM to 4:00PM
Labor Day - October 1st 9:00AM to 4:00PM

FUEL DOCK HOURS
The fuel dock is open 9AM - 5PM
Normal Day (Monday - Friday) 9:00AM to 5:00PM
Normal Day (Saturday - Sunday) 9:00AM to 4:00PM
Labor Day - October 1st 9:00AM to 4:00PM

PUMP OUT HOURS
FREE and open 24/7

QUITT TIME
Between the hours of 5:00PM and 7:00AM

RESTROOMS & SHOWERS
Harbor Office. Restroom needed after hours, North & South Pier. Located at service building. North Harbor. Located on dock. Code.

YOUR SLIP # _____

WIFI # _____

WIFI # _____

35 South Harbor Place, Waukegan, IL 60085
T. 847.244.3133 | waukeganharbor.com
VHF Channel 15
#15 waukeganharbor.com

CRUISE INTO EXCITEMENT!



Titusville MARINA

THE PERFECT LAUNCH POINT FOR ADVENTURE & VACATION

“These folks took good care of us...very professional and extremely bright in some very windy conditions”. Luigi, Palm Coast, FL

AMENITIES

- Clean Water Harbor
- Full Service Boat and Fuel Dock
- Beautiful Park with Picnic in Dog Area
- Walking Distance to Downtown
- Clean Showers and Restrooms
- Screened in Boater's Lounge
- Coin Operated Laundry
- Pet Friendly
- Mooring Field
- Ship Store
- Dock Boxes
- Ample Parking

SERVICES

- Friendly, Knowledgeable Staff
- Service and Maintenance Located in the Same Bldg.
- 30 Amp, 50 Amp & 100 Amp Electric
- Pump Out Facilities / Pump Out Boat
- Fuel Sales, Gas and Diesel
- Water Connections
- WiFi

401 Marina Road, Titusville, Florida 32796
321.585.6600 | titusvillemarina.com



Port of Opportunity

PORT OF ROCHESTER MARINA

Brand New State-of-the-Art Public Marina

FEATURES: State-of-the-art dock system, Brand new parking for dedicated to personal dock renters, Gangway for secure access to docked boats, Utilities, Electricity, water and Wi-Fi, Pump-out station, On-site marina staff offering exceptional service, Boater services, boat storage, showers, restrooms, laundry facilities, lounge & ship store, Port Terminal building with restaurants and a large party space available for rental.

SEASONAL & GUEST SLIPS AVAILABLE. RESERVE TODAY!
865-428-7432 | CityOfRochester.gov/MarinaReservations

Believe.

City of Rochester, NY
100 N. Service Road
Rochester, NY 14620



Harbor Centre MARINA

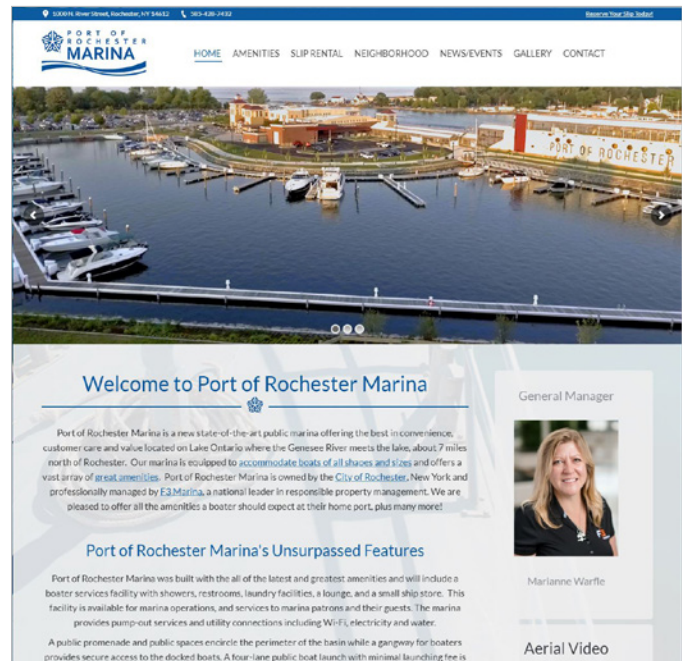
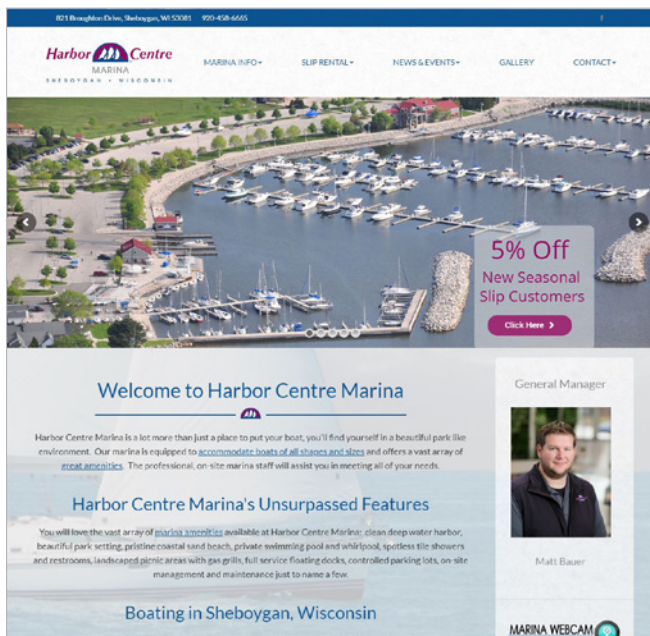
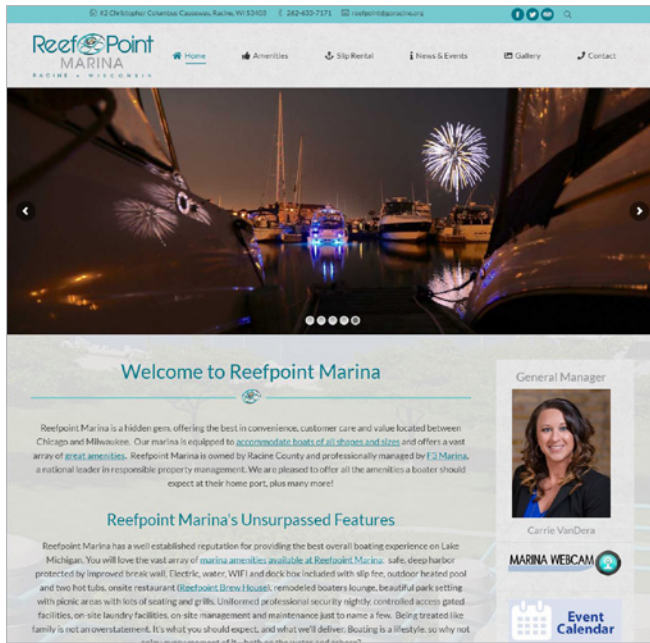
AT YOUR SERVICE

- Deep Water Harbor
- Trolley to Quay
- Quiet Downtown & Tourist Area
- Prime Coastal Sand Beach
- Walking Distance to World-Class Restaurants
- Swimming Pool & Whirlpool
- Full Service Floating Dock
- Private Area with Gas Grills
- Showers/Restrooms
- Uniform Night Watch
- Controlled Parking
- Boat Maintenance
- On-site Mechanical Service & Winter Storage
- Boater's Lounge
- Ship Store
- Fish Cleaning Station

821 BRIGHTON DRIVE
BRIGHTON, WISCONSIN
P. 920.458.6665
harborcentre@marina.com

MARKETING/BRANDING

SAMPLE WEBSITES



MARKETING/BRANDING

SAMPLE eNEWSLETTERS



Waukegan
HARBOR & MARINA
Professionally Managed By: **F3** MARINA

UPCOMING EVENTS

**Waukegan Harbor
Fishing Tournament**



Saturday, June 29th
5:30am to 1:00pm
Rain Date: Sunday, June 30th

Open to Waukegan Harbor tenants only
Entry: \$50 per boat - 100% returned as prizes
\$10 optional Big Fish side bet
Maximum 9 lines, Weigh your best 10 fish

Payout for Top 3 Places
1st Place - 50% of Total Entries
2nd Place - 35% of Total Entries
3rd Place - 15% of Total Entries

For information or to sign up, please contact:
Clint: 847-703-0984 S1-01
Gary: 708-295-4802 S1-03
Jerry: 630-309-1227 S2-18

Award presentation by the fire-pit after the weigh-in.



ReefPoint
MARINA
RACINE • WISCONSIN



Get In Touch With Nature During

**Reefpoint Marina
Kid's Appreciation Day**

Saturday, July 6th, 2019



Rivers Bend
Nature Center
Racine, WI.



FROM THE
WINE CELLAR OF
ReefPoint
MARINA
RACINE • WISCONSIN

We Welcome You to
--- On the Docks ---
WINE-A-THON

Tomorrow's the day at Reefpoint Marina!
Spend the day meeting new friends while tasting wines and craft
beers from countries all over the globe!

Participation is easy! Just swing by the Anchors Away Ship Store
between 4:00 PM and 6:30 PM tomorrow to pick up a scorecard
listing all the regions of featured wines and beers. You'll also get a
marina map helping you find the designated hosts from each dock.
Walk the marina and visit each Wine-A-Thon host to try a sampling
and receive a stamp on your scorecard. Complete the entire
scorecard and turn it into the Anchors Away Ship Store to be entered
in a raffle for a chance to win an absolutely fabulous gift basket! The
event runs from 4:00 PM to 8:00 PM... or until the wine runs dry!!

We always hope for marvelous sunshine and comfortable temps, but
mother nature doesn't cooperate so... just an FYI, we will only be
moving this event off of the docks, to under the overhang of the
administrative building if it's pouring and storming outside.

Fall in love with a new wine or beer you sampled during the event?
Participants will have the opportunity to purchase the wine or beer in
the Anchor's Away Ship Store.

Also we want your pictures of you and your dock mates having a
blast during this fun event so please post your pictures on Facebook
and tag us at our Reefpoint Marina Facebook page!



PORT OF
ROCHESTER
MARINA

38th Annual *Lakeside*
WINTER
Celebration

The 38th Annual Winter Celebration is THIS WEEKEND!
Saturday February 9th
and Sunday February 10th
at the PORT TERMINAL BUILDING

On Saturday from 12 pm - 3 pm is the Chilly Chili Challenge, A Sip n' Shop featuring over
20 local artists at Jetty at The Port from 12 pm - 5 pm, a Wine and Craft Beer Festival, dog
sled demos, live music and much more including
Fireworks at 5:45 pm!!

On Sunday the annual **Polar Plunge** takes place at noon!



All events are free to the public!
For more information and registration info check out the city's website!

SECTION FOUR

MANAGEMENT
PLAN

SERVICE/COMMUNICATION CAPABILITIES

Communication/Boater Relations

A custom communications plan can be created to maintain a strong relationship with boaters. This plan will include several avenues for two way communication and a service focused culture. Below are some of the likely outcomes from this plan:

- **STAFF RELATIONS:** Each member of the team will know the importance of how to communicate with boaters to create “memorable moments”. They will find ways to go out of their way to exceed boater’s expectations. This is typically the #1 most effective way to achieve a strong boater relationship, but also the most difficult to accomplish unless staff is well trained and held accountable.
- **SURVEYS:** Boaters will be surveyed to determine specific areas that they value as well as areas they would like to see improved.
- **MANAGER VISITS:** The Marina General Manager will visit boaters and walk the docks frequently to demonstrate a boater focus and awareness of marina operations. Marina Managers are required to be at the Marina on most weekends as that is when most boaters are there.
- **BOATER GATHERINGS:** Several times during the year, events will be created that provide an opportunity for boaters to gather, visit with staff in a casual environment and provide feedback to staff on issues important to them.
- **REGULAR “E-BLASTS”:** Information will be sent along with a newsletter.
- **WEBSITE:** Boaters will be able to send comments through the website to marina staff.

Marina Welcome Packets

All boaters receive a “Boater Packet” with information not only about Marina operations and management, but will also include flyers, coupons and information from local businesses. This is updated annually and presented to boaters as a way to remind them of services offered, contact information, marina operations (trash, ice, hours, security, etc) and to provide discounts/information for vendors and businesses that may appeal to our boaters.

Guest Boater Program

One of the ways to help distinguish the level of service provided is how we treat our visiting boaters that choose to stay for a short period of time. First, by calling them “Guest Boaters” instead of the more common term of “transient boaters” we are sending a message of how we treat these visitors. We view each Guest Boater as a potential long-term renter for the Marina.

These programs combined with a great relationship with marina staff are help drive loyalty and improve the marina experience for our boaters.

SECTION FOUR

MANAGEMENT
PLAN**ACCOUNTING**

Our corporate marina accounting team, led by Phil Cook, ensures that our monthly financial reports are timely, meaningful and accurate. Specific procedures are part of our process for recording receipts and expenditures along with training staff on the proper handling of cash and recording into the marina software system.

Marina Software

F3 Marina utilizes the FSM Marina Management software system. Features of this system include:

- Slip Management with custom interactive visual marina map
- Storage and Billing
- Comprehensive Accounting
- Reservations
- Rental Contracts
- Retail POS
- Fuel Management
- Mobile Apps

Accounts Payable

All invoices are approved by the Marina Manager and processed in accordance with the clients' procedures along with detailed explanations. Once there, checks are produced and sent to the vendor. All vendors must provide proper forms such as proof of insurance and W-9 forms prior to payment.

Accounts Receivable

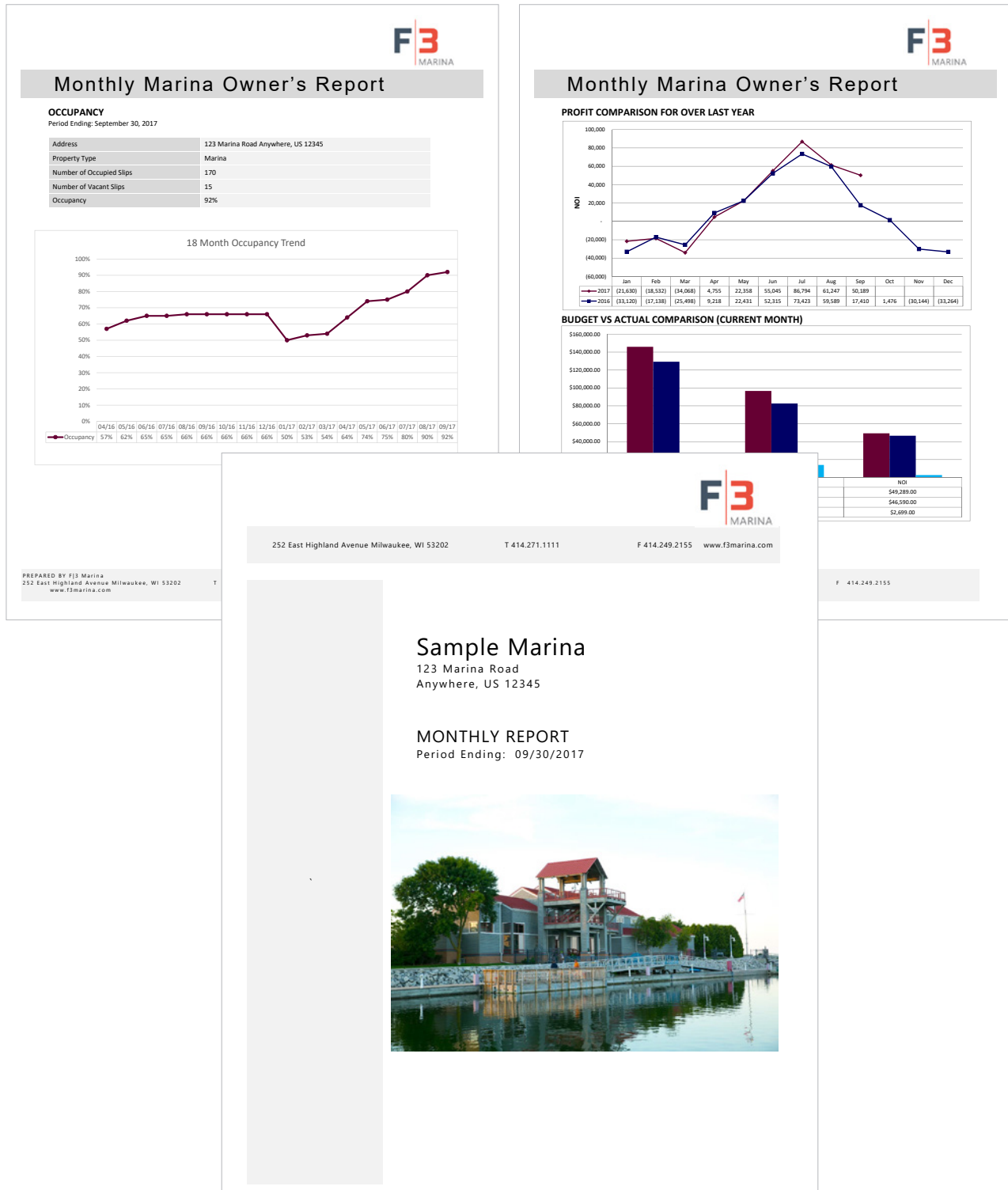
F3 Marina managed marinas follow a disciplined approach to the collection of money owed the marina by boaters. Client approved payment procedures are implemented and followed by staff. Delinquent boaters are noticed in accordance with State and local laws to collect outstanding payments. Staff also works with law enforcement to collect and take appropriate legal action when necessary. Monthly reports detail any collection activity and status of delinquent accounts.

Budgeting

Annual operating budgets are completed to follow the timelines required by the client. These budgets include detailed revenue and expenses along with recommended capital items along with narrative when appropriate. Budgets are prepared to be aligned with the marina goals and strategy that is created early in the management contract. The budget is used to create variance reports each month as part of the reporting package to clients.

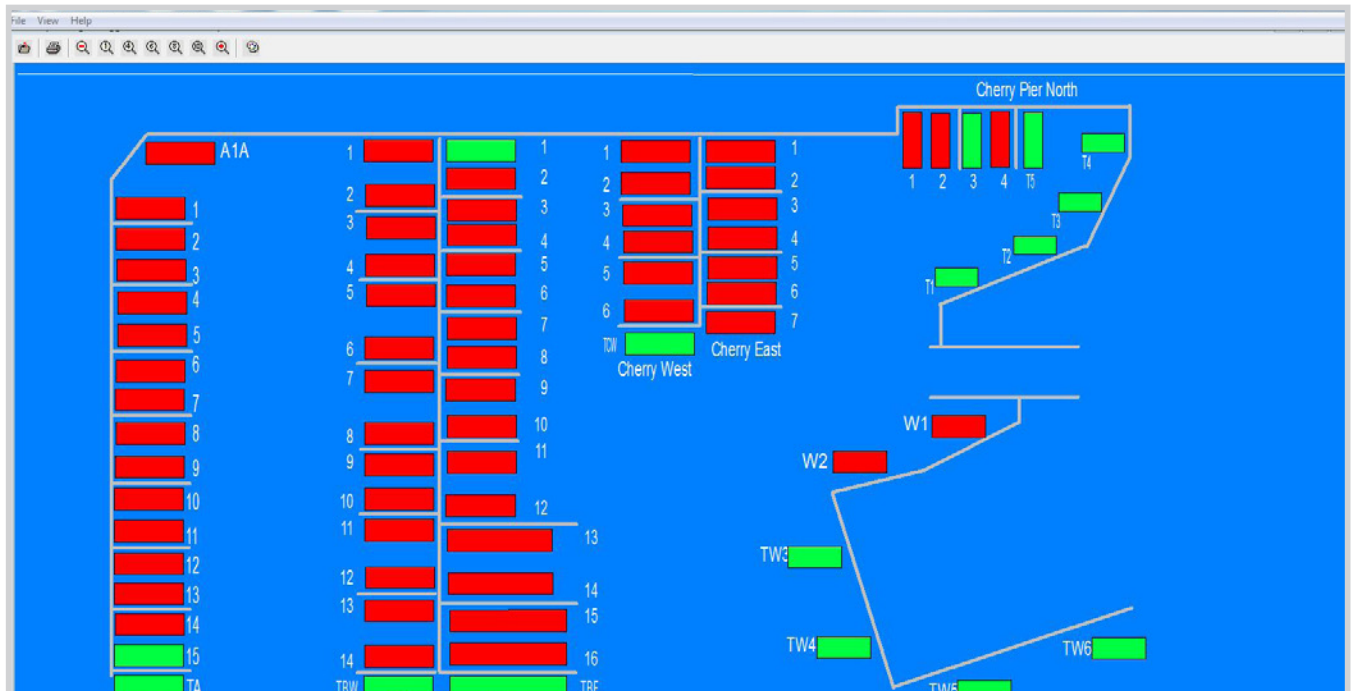
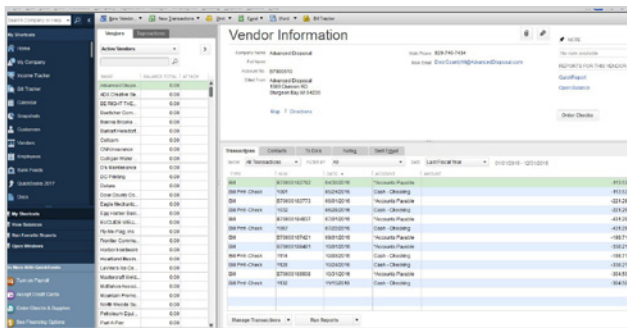
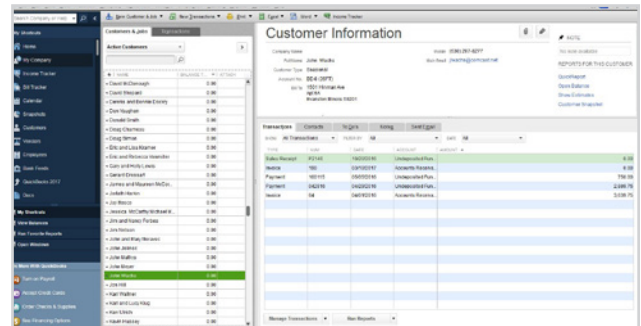
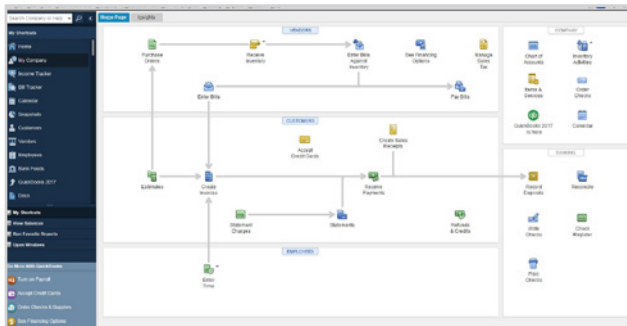
ACCOUNTING

SAMPLE MONTHLY REPORT



ACCOUNTING

SAMPLES OF MARINA MANAGEMENT SOFTWARE



SECTION FOUR

MANAGEMENT
PLAN

REPORTING

Providing meaningful and frequent reporting to clients is one of the cornerstones of the F3 Marina strategy and helps set us apart. These reports keep stakeholders informed of the progress of their marina on a weekly basis with a monthly detailed analysis. Our reporting can be customized to the needs of the client but these two reports provide a good frequency and level of detail that most clients prefer.

Report Options

- **MONTHLY FINANCIAL REPORT:** This important monthly report provides an executive summary that outlines the financial, operational and goal status of the marina for the previous month. Explanations for variances from budget to actual are included as well as comments about the financial position. This is followed by detailed information to include balance sheet, general ledger, income statement, delinquency report and balanced bank account statement. *(see example of a monthly financial report)*
- **WEEKLY EXECUTIVE SUMMARY:** A great deal of activity can occur during the course of a month. F3 Marina provides an informative but concise one-page Weekly Executive Summary to all clients each Monday afternoon. This is customized to provide the basic key measures of performance including occupancy, income by category along with operational and marketing activity. This keeps clients in touch with current activity without having to call or to wait until the end of the month. *(see example of an Executive Summary Report)*

REPORTING

SAMPLE WEEKLY REPORT

Sample Marina
123 Marina Road Anywhere, US 12345

WEEKLY OPERATIONS REPORT

WEEK ENDING: September 18, 2017



	WEEK	YTD	LYTD
MONTHLY	\$ 0.00	\$ 149,374.00	\$ 68,010.34
TRANSIENT	\$ 1,073.60	\$ 167,278.96	\$ 142,320.76
MOORING	\$ 0.00	\$ 20,369.98	\$ 26,942.30
SLIP USAGE	\$ 0.00	\$ 23,702.26	\$ 10,009.48
FUEL	\$ 949.86	\$ 268,021.02	\$ 230,348.60
STORE	\$ 741.30	\$ 62,092.87	\$ 52,621.67
ELECTRIC	\$ 100.00	\$ 96,182.40	\$ 70,538.56
TOTALS	\$ 2,864.76	\$ 787,021.49	\$ 600,791.71

FUEL

GALLONS SOLD	2017 YTD	2016 YTD
GAS	20,879	19,204
DIESEL	79,906	71,066
TOTAL FUEL	100,785	90,270

TOTAL SLIP OCCUPANCY

SLIP SIZES	TOTAL AVAILABLE	OCCUPIED THIS WEEK	OCCUPANCY RATE
30'	39	37	94.87%
35'	65	58	89.23%
40'	64	59	92.19%
50'	15	15	100.00%
60'	8	8	100.00%
T-DOCKS	6	3	50.00%
TOTALS	197	180	91.37%

ANNUAL SLIPS

TOTAL THIS MONTH	YTD 2017	YTD 2016
\$ 5,218.00	\$ 63,360.03	\$ 43,860.97
\$ 7,736.00	\$ 107,149.39	\$ 84,696.04
\$ 14,340.00	\$ 122,545.70	\$ 108,635.83
\$ 3,312.00	\$ 36,723.43	\$ 38,663.97
\$ 2,146.00	\$ 29,075.98	\$ 31,947.33
\$ 750.00	\$ 3,688.09	\$ 4,400.00
\$ 33,502.00	\$ 362,542.62	\$ 312,204.14

2017 GROSS REVENUES YTD:

\$ 1,149,564.11

2016 GROSS REVENUES YTD:

\$ 912,995.85

DIFFERENCE:

\$ 236,568.26

ADDITIONAL NOTES

MARKETING / SALES

With hurricane preparations beginning on September 4th, winds really picking up on the 10, Irma hitting us on the 11th and no power for quite some time, we had a very slow week. 5K less than last year.

We continue to be close to 100% operational with power going out on occasion and the either the internet or the wifi going down, but for the most part the customers are handling it well.

Let's just keep our fingers crossed for the next two months.

OPERATIONS / MAINTENANCE

All safety issues have been taken care of and all damages that do not cost money have been repaired. Debris clean-up is complete.

We will need at least one power pedestal, some dock boxes and we do need to rebuild the fence around the work shed.

PREPARED BY F3 MARINA, DIVISION OF FOUNDERS 3 MANAGEMENT COMPANY
252 E. Highland Avenue Milwaukee, WI 53202 T 414.271.1111 F 414.249.2155



SECTION FOUR

MANAGEMENT
PLAN

MARINA MAINTENANCE

With three “Building of the Year” awards, and finalist for the top International AMO Management Firm in 2017, we understand what it takes to achieve a high level of maintenance and appearance of our facilities. This “property well-being” is one of our foundations of success.

Property Well-Being

Most people, and firms, will agree that well-kept grounds is an essential part of property management. Yet few are able to execute this well. With F3 Marina, “Property Well-Being” is one of our Core Values that we devote a great deal of attention. In fact, it is a major part of our culture and we are proud of how we have improved the properties we manage. Below are some of the key aspects of how we approach maintaining the physical asset:

- **VISUAL APPEAL:** This includes the curb appeal as you approach the marina from land or by water. Signs, landscaping, building condition are part of the focus. Because marinas are to be enjoyed by all residents and visitors, their existence should add to the waterfront appeal visually as viewed by all.
- **PROPERTY DETAILS:** Details matter. By training staff to develop a critical eye for details and consistent daily inspections that are documented, we know how to ensure delivery of a “class A” physical environment. Our Marina Managers are held accountable for the daily property visual appeal and perform documented inspections to meet a very high standard.
- **PREVENTATIVE MAINTENANCE:** HVAC, piers, painting, roofs, landscaping, plumbing, and equipment are examples of a long list of items that must be maintained. A preventative maintenance plan that includes manufacturer recommended maintenance (when appropriate or available) is put on a schedule to perform. Part of the annual inspection program will include identification of capital items or notable repairs that need improvement or replacement along with costs. These will be included in the budget along with justification for approval.

The marina is not just a home to boaters, but also an important asset for visitors, residents and a place of work for employees. While the investment in the marina has resulted in a beautiful environment, this investment will quickly deteriorate without a disciplined and professional maintenance plan. This is particularly important due to the harsh weather environment most marinas face. Because marinas should be as financially self-sustaining as possible, this makes the maintenance even more important. When a capital need arises, careful consideration of costs/benefits must be performed to identify the long-term impact.

SECTION FOUR

MANAGEMENT
PLAN

SAFETY

The safety program for any marina is extremely important due to the inherent dangers of a water environment and addresses staff, boaters and visitors. The safety program involves the following elements:

- **STAFF TRAINING:** As part of staff training safety is addressed with a focus on the particular role of the employee. This includes how to assist boaters with tie-up properly, inspecting the property to ensure lights are working and removing trip hazards.
- **BOATER EDUCATION:** Part of the role of marina manager is to provide safety education to boaters. This includes prevention of stray electrical current, electrical shock drowning hazards, reducing trip hazards around the piers, and being observant for suspicious activity. Providing access to marina weather conditions for boaters is also important.
- **VISITORS:** Marinas are constructed for the enjoyment by the entire community, not just boaters. Therefore, providing the ability to be near the water in a safe manner is particularly important. Ways to mitigate risk includes ensuring the gated access system is working properly, maintain warning and directional signs, provide a visible security patrol and inspect lighting along walkways and parking lot.

SECTION FOUR

MANAGEMENT
PLAN

TRANSITION PLAN

The operation of the marina can be divided into a Transition Phase and Stabilized Phase. F3 Marina places a high value on our comprehensive Transition Phase as a key element in achieving the long term success of the marina. This process typically takes 60-90 days and is designed to create a customized, effective system for the day to day operations of the marina that will achieve the long term goals.

As part of this process, and each succeeding year, the Marina Manager will collaborate with Alain Giudice, Sr. Vice President Marina Division, to determine specific annual and quarterly goals. Once established, a weekly “Traction” meeting with the Sr. VP will ensure the Marina Manager is on track with these goals.

The hiring of additional staff will fall to the Marina Manager under the direction of our corporate Human Resources Department and as allowed by marina budget. F3 Marina will first look to the local community to fill all roles and will interview existing staff as part of the process.

The primary elements of the Transition Phase address the following:

Staffing

- Ensure all roles are filled with qualified staff
- Implement training to F3 Marina standards
- Form staff goals, one-on-one meetings and accountability

Financial and Accounting

- Set up software system
- Load accounts and balances
- Establish reporting requirements and protocols
- Load budget
- Establish reporting details

Marketing/Advertising Plan

- Comprehensive competitive analysis
- Brand message, logo, and creative strategy
- Website, social media and electronic

Event and Promotional Plan

- Plan events and activities to improve the experience and establish loyalty
- Work closely with community on programs to encourage visits to area
- Form a strong program for visiting boaters

Facility Well-Being

- Conduct a detailed marina physical audit to fully document and understand physical asset
- Create maintenance schedules for preventative maintenance and inspections to ensure quality of visual appearance is maintained
- Denote electrical and water shut-offs, panels, switches etc on a site plan in event of emergency
- Ensure compliance with any grants

TRANSITION PLAN

With many years of experience in assuming control of marinas and other commercial properties, F3 Marina has created a transition process designed to provide a smooth transition with minimal effort on the part of the client. The F3 Marina Transition Team follows a proprietary checklist that has been refined over many years and includes a detailed item by item list of tasks to be performed prior to and after the transition or commissioning of a marina. This checklist serves as the basis for weekly transition meetings with F3 Marina team that is responsible for the new assignment. Since each marina is different, this list must be customized for the particular needs of the client, area and type of marina.

Frequent communication and attention to detail ensure that the transition occurs smoothly and all stakeholders are well informed with minimal time investment on part of the client.

Marina Transition Checklist				Professionally Managed by
				F3 MARINA
Marina: Titusville Municipal Marina, Titusville FL				
Contract Start: October 1, 2015				
Last Update: August 7, 2015				
	Person Accountable	Actual Completion Date	Comments/status	
Phase 1 Pre-Start	Obtain executed contract from Client	JM	9/17/15	Done - waiting for city council approval
	Hire Marina Manager	CM	9/10/15	Offer made to Tom Lawson - accepted - going through hire
	Interview staff, determine fit	MM	10/1/15	MM to perform final interviews
	Post ads for open positions	JM	8/1/15	
	Create press release - approval from client	JM	8/25/15	Sent - interviews are set
	Begin work on new website with Nelson	JM	10/3/15	Have quote from Resident Capture
	Property Accounting Set -Up:			
	FSM data set-up, coordination with Rick/Jim	DB	9/15/15	
	Establish chart of accounts	DB	10/1/15	8/19 - DB spoke with City - setting future date to discuss
	Determine IT needs - order computer hardware/software	JM	10/1/15	
	POS systems: fuel dock? Store? Tablets?	JM	10/1/15	
	Internet connection: meet needs? Set up new connection?	JM	10/1/15	
	FSM: determine modules needed - order	JM	10/1/15	Rick sent list to Chris for modules
	Provide employment packets/applications to current staff to complete	JM	8/13/15	
	Background checks/drug tests	JM (KM)	10/1/15	
	Establish invoice processing procedures	DB	10/1/15	
	Meet with City to discuss budget to gain understanding of details	JM	10/1/15	
	Establish communication process between SG Marina and City	DB	10/1/15	
	Open bank account	DB	10/1/15	
	Gain City approval for and order new SG Marina signs	JM		
	Determine fuel reporting requirements (State)	MM		
	Notice vendors for change of management	CM	10/1/15	
	Work with City to determine accounting/financial reporting	DB	10/1/15	
	Order uniforms for staff: Hats, shirts, jackets	JM		Logo completed, I will check with city
	Obtain current rent roll of boaters and occupancy agreements	MM		
	Send notification to all boaters of new management and contact information	CM	10/1/15	
	Notify insurance of marina management - provide city with Cert of insurance	MM	10/1/15	
Phase II First 30 days	Boater communication, welcome letter sent	MM		waiting on logo for contactant contact
	Obtain inventory of equipment, tools, ships store	MM		
	Set up all computer hardware, ensure FSM and email systems are up and running	JM	10/1/15	
	Create roles, descriptions and accountability chart for staff (use SGM template)	MM		I need the template
	Establish boater communication plan: newsletter?, area to post info	MM		waiting on logo for contactant contact
	Determine and establish reporting to State for fuel sales		10/31/15	
PROPRIETARY DOCUMENT				
	Establish ability and process for shared services from client (public works, etc)	MM		
	Review slip lease agreement, recommend changes to City if needed	MM		City attorney commented that it has been reviewed by expert
	Create custom Orientation checklist for each position for training (use SGM template)	MM		I need the template
	Set up new payment system for fuel dock with smart pads	DB		NEEDED
	Establish contacts for staff and vendors	MM		staff is complete

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT SCOPE OF WORK

F3 Marina will perform the following scope as outlined in the RFP:

- A. Operate, supervise, manage, and maintain the Marina daily.
- B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.
- C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.
- D. Maintain experienced staff and management for marina operations.
- E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.
- F. Collect and manage all payments for services and related deposits.
- G. Administer slip assignments.
- H. Administer evictions and remove abandoned vessels.
- I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.
- J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.
- K. Implement the Marina's hurricane plan.
- L. Administer a customer service program for the Marina.
- M. Prepare and implement advertising, promotional activities, and marketing plans.
- N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Continued on next page.

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.

T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

W. Work in cooperation with City staff to ensure the Marina's smooth operations.

X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

Y. Implement the Marina's approved budget.

Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT SCOPE OF WORK

F3 Marina would employ its own staff at the marinas and be fully accountable for performance.

In addition to the duties noted above, F3 Marina shall provide the following:

- Organize and participate in boater meetings among slip-holders throughout the boating season.
- Create a maintenance and inspection plan, including recommendations for long term capital improvements in the best interest of the marinas.
- Review current accounting process and procedure to determine if changes could improve efficiencies and/or reduce City staff time.
- Review current marina graphics and creative and recommend changes, if needed, and approved in budget.
- Customize and update as needed the Marina Operations Manual that provides for policy and procedures for marina operations.
- Based on “as-built” plans for the Marina, create a map that identifies all critical utility shut offs, transformers, alarm panels, generators, pumps, access panels, and lighting.
- Maintain a list of emergency contact numbers for staff and vendors. Prepare a customized Emergency Procedures Plan that includes (where applicable); severe weather, boat/building fire, fuel spill, boat sinking, boat/property damage, personal injury, and other potential events. Provide boaters with a recommended action plan in the event of emergencies. Maintain supplies and materials needed and train staff for emergencies. Provide and require all staff to be familiar with safety procedures and precautions.
- Reconfigure the ships store/service area to create a well merchandised ships store as an amenity and profit center in accordance with approved budget.

SECTION FOUR

MARINA
MANAGEMENT
SCOPE & FEES

SCOPE OF SERVICES & FEES

MARINA MANAGEMENT FEES

BASE FEE:

- \$78,000 annually, paid in monthly installments of \$ 6,500 per month

INCENTIVE FEE:

- 20% of gross revenue exceeding Base Year Revenue*

* Base Year Revenue defined as year-end 2019-20

START-UP FEE:

- 10,000 one-time fee

Covers cost of mobilization, initial administrative set-up, HR, accounting set-up, travel and administrative costs of a new assignment.

LABOR REIMBURSEMENT:

- All costs of on-site staffing shall be reimbursed including the following fee for training, oversight and HR administration:
 - A monthly cost per employee of:
 - Full-time staff: \$150
 - Part-time staff: \$75

SHIP STORE/FUEL

- City shall retain all revenues from retail sales.



APPENDIX:
EXHIBITS A-H

FERNANDINA
BEACH
MARINA

5

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBITS

EXHIBIT "A"	Contact Sheet
EXHIBIT "B"	Public Entity Crimes
EXHIBIT "C"	Drug-Free Workplace Certification
EXHIBIT "D"	E-Verify Statement
EXHIBIT "E"	Proposer Acknowledgments and Agreements
EXHIBIT "F"	Conflict of Interest
EXHIBIT "G"	Non-Collusion Affidavit
EXHIBIT "H"	Dispute Disclosure

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Founders 3 Management Company d/b/a/ F3 Marina

Federal Taxpayer ID: 39-1833308

Mailing Address: 252 E. Highland Ave

City, State, & Zip Code: Milwaukee, Wisconsin 53202

Telephone: 414-271-1111 **Fax:** _____

Email: Jmatheson@founders3.com

Submitted By: John Matheson

Title: President

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Phil Cook **Title:** Manager Finance and Operations

Email Address: Pcook@f3marina.com **Phone:** 414-249-2126

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.
2. This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Ave, Milwaukee, WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is John Matheson and my relationship to the entity named above is President and Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

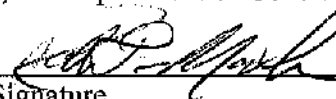
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 4/12/20

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided WI Drivers License as identification.




Notary Public
My Commission expires: 4/12/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"
DRUG-FREE WORKPLACE CERTIFICATION

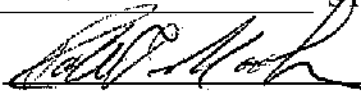
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Founders 3 Management Company

CITY: Milwaukee STATE: WI ZIP CODE: 53202

SIGNATURE:  PHONE: 414-271-1111

NAME (TYPED OR PRINTED): John Matheson TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: RFP 2020-02

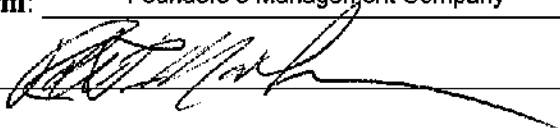
Project Description: Management and or Leasing of Marina Facilities

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Founders 3 Management Company

Authorized Signature: 

Title: President

Date: 4/25/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: John Matheson Title: President

Signature:  Date: 4/27/20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Ave, Milwaukee WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John Matheson and my relationship to the entity named above is President and Partner.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

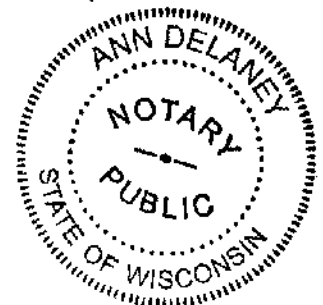
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided Drivers License as identification.

Notary Signature

My Commission expires:

4/12/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

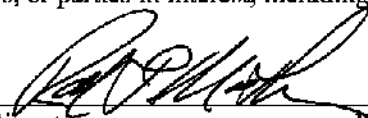
EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Founders 3 Management Company whose business address is 252 E. Highland Avenue, Milwaukee, WI 53202 and (if applicable) Federal Employer Identification Number (FEIN) is 39-1833308 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John Matheson and my relationship to the entity named above is President and Partner.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature _____ Date: 4/27/20

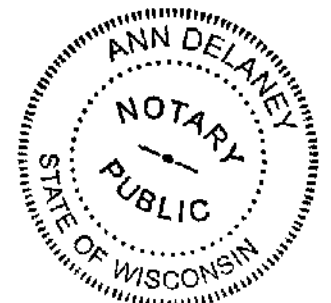
STATE OF ~~FLORIDA~~ Wisconsin
COUNTY OF Milwaukee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020 and is personally known to me, or has provided WI Drivers License identification.


Notary Signature

My Commission expires: 4-12-2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO ✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO ✓

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ✓ NO ___ See attached explanation

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Founders 3 Management Company

April 24, 2020

Firm

Date


Authorized Signature

John Matheson, President

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

SECTION FIVE

APPENDIX

LITIGATION

Evoke IL Highland, LLC vs Founders 3 Management Company

In the fall of 2019, our client sold an apartment building north of Chicago in a community called Westover. The buyer is suing the seller (our client) claiming fraud and other claims based on information provided that was used as a basis for the property value. Since Founders 3 managed the property, we were included in the lawsuit. The claims are primarily against our client as Founders 3 did not have direct interaction with the buyer. As of April 14th, 2020, the attorney for our insurance provider has been working to extract Founders 3 from this lawsuit as we believe this should be only against our client that had direct contact with the buyer. The charges involving Founders 3 are for providing inaccurate information to intentionally defraud the buyer. There would be no financial gain for Founders 3 to do so, as we did not own the property. We believe the claim is primarily against the seller and expect to be released from this lawsuit soon.

With approximately 150 assets under our management, this is the only lawsuit involving Founders 3 Management Company.



MOBIUS MARINE
MANAGEMENT

TO: City of Fernandina Beach
Attn: City Clerk's Office - RFP #2020-02
2014 Ash Street
Fernandina Beach, FL 32034

RE: Marina Management and/or
Leasing RFP #2020-02

FROM: Christopher Kelley/President
Mobius Marine, Inc.
101 Tolstoy Lane
St Augustine, FL 32080
904-315-9892
chris@mobiusmarine.com

DATE: April 30, 2020





TABLE OF CONTENTS

SECTION 1 /	TRANSMITTAL LETTER	3
SECTION 2 /	LICENSURE	5
SECTION 3 /	PREVIOUS WORK	9
SECTION 4 /	PROFESSIONAL BACKGROUND	13
SECTION 5 /	TECHNICAL CAPABILITIES	17
SECTION 6 /	FINANCIALS & FEE PROPOSAL	22
SECTION 7 /	REFERENCES AND RECOMMENDATIONS	25
SECTION 8 /	EXHIBITS & ADDENDUMS	33



SECTION 1

TRANSMITTAL LETTER

April 30, 2020

City of Fernandina Beach
Attn.: City Clerk's Office – RFP #2020-02
2014 Ash Street
Fernandina Beach, FL 32034

Dear Sir or Madam:

It is with great pleasure that Mobius Marine, Inc. (Mobius) submits the enclosed proposal for the City of Fernandina Beach's consideration in regard to its Request for Proposal (#2020-02), dated March 10, 2020. Having successfully provided management services for the Town of Marineland Marina, Palm Coast Marina, and Marine Park of Flagler we strongly believe a partnership with the City of Fernandina Beach would have a tremendous impact on its customer satisfaction, facilities maintenance, sustainability, resiliency, and bottom line.

Mobius is a marine management company with experience managing private and municipal facilities with a strong background in environmental stewardship and education, customer service, grant procurement and management, and project management.

Our operations and financial management teams will provide an incomparable level of management and service to the City's Fernandina Harbor Marina. We work closely with the marina owner to create and incorporate a work plan to realize a vision for the marina that aligns with the goals, expectations, and values of the marina owner and the community.

At Mobius, we offer a full range of marina management services including but not limited to: marina stores, fuel docks, recreational activities, maintenance, disaster preparedness, HR and staffing, daily marina operations, project management, grant procurement and management, social media and advertising, financial reporting and clean marina procedures and designations.

Among the drivers that guide Mobius are, the creation of economic growth opportunities for future generations, continued assessment of accessibility and usage of marine pump-out systems, continued development and improvement of marina facilities, and the development and implementation of: surface runoff reduction, spill protocol for marina facilities, hurricane and storm protocol, and clean marina protocol for facilities and boaters.

Mobius' success is due largely to our ability to create and maintain partnerships/relationships with community stakeholders, lawmakers, and general boating community at local, state and federal levels.

Mobius is committed to leading the way toward the future of navigating healthy waterways. We lead by example and work tirelessly to achieve that goal. When you partner with Mobius Marine, Inc., you are collaborating with a team of professionals that embrace the unique challenges of the modern marina industry and provide a path for the continued success of working waterfronts and gateway facilities.

Thank you for your time and consideration.

Sincerely,



Christopher Kelley/President
Mobius Marine, Inc.



SECTION 2

LICENSURE

PRIMARY OFFICE

Mobius Marine, Inc.
101 Tolstoy Lane
St Augustine, FL 32080
904-315-9892

PROFESSIONAL CONTACT

Christopher Kelley
President
904-315-9892
chris@mobiusmarine.com

INTENDED MARINA MANAGER

Brad Miller
360-535-4258
brad@mobiusmarine.com

EVIDENCE OF FLORIDA LICENSE

See the following page for evidence of
Mobius' Florida State Articles of Incorporation

Certificate of Status

I certify from the records of this office that MOBIUS MARINE, INC. is a corporation organized under the laws of the State of Florida, filed electronically on March 15, 2011, effective March 15, 2011.

The document number of this corporation is P11000025874.

I further certify that said corporation has paid all fees due this office through December 31, 2011, and its status is active.

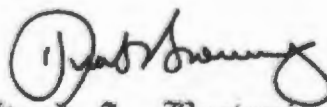
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 110316104002-700197853887#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Sixteenth day of March, 2011




Kurt S. Browning
Secretary of State



**Electronic Articles of Incorporation
For**

P11000025874
FILED
March 15, 2011
Sec. Of State
cgolden

MOBIUS MARINE, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
MOBIUS MARINE, INC.

Article II

The principal place of business address:
101 TOLSTOY LANE
ST. AUGUSTINE, FL. 32080

The mailing address of the corporation is:
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

Article III

The purpose for which this corporation is organized is:
ANY AND ALL LAWFUL BUSINESS.□□□□MARINA MANAGEMENT

Article IV

The number of shares the corporation is authorized to issue is:
100

Article V

The name and Florida street address of the registered agent is:
CHRISTOPHER KELLEY
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: CHRISTOPHER KELLEY



Article VI

— The name and address of the incorporator is:

CHRISTOPHER KELLEY
5 SEA OAKS DRIVE

ST. AUGUSTINE, FL 32080

Electronic Signature of Incorporator: CHRISTOPHER KELLEY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
CHRISTOPHER KELLEY
5 SEA OAKS DRIVE
ST. AUGUSTINE, FL. 32080

Article VIII

The effective date for this corporation shall be:

— 03/15/2011





SECTION 3

PREVIOUS WORK

MISSION

Mobius Marine, Inc. is an innovative marine management company located in Northeast Florida, managing private and municipal facilities with a focus on environmental stewardship. Since 2011, the company has developed, acquired and operated projects under the brand Mobius Marine. In addition to their marina properties, Mobius also manages Marine Park of Flagler. We have a passion for educating the public on Florida's Clean Marina Programs and provide environmentally clean facilities that protect coastal and inland waters from pollution through compliance of best management practices, clean standards and reducing the impact on waterways and marine wildlife.

We represent the convergence of business, education and science sectors aligning for solutions. Our vision is based on the following major pillars:

- The creation of economic growth opportunities for future generations
- Continued research and use of clean propulsion systems
- Continued assessment of marine pump out systems
- Continued development and improvement of marina facilities
- Continued reduction of surface runoff
- Spill protocol for marina facilities
- Hurricane and storm protocol for marine facilities
- Development of clean marina certification for facilities and boaters
- Committed to lead the way into the future of the waterway health and its inhabitants by leading by example.

TOWN OF MARINELAND MARINA

The Town of Marineland Marina is a municipal facility located along the scenic Matanzas River, at the north end of Flagler County, in Marineland, Florida. With 41 slips and 750' of side-tie dockage, this quaint marina has become a popular stopover for transient boaters on the ICW and a gateway to all that the Town of Marineland has



to offer. Mobius took over management of the facility in 2011 and instantly began playing a pivotal role in the marina's redevelopment. As a result, the marina has generated self-sustaining revenues, surpassing projections, year after year.

In addition to managing all aspects of the facility's daily operations, our team continues to serve in the capacity of project manager for the third phase of reconstruction. When completed, the marina will grow by an additional 25 slips and 300' of side-tie dockage, securing its future for many years to come.

Facility Website	MarinelandMarina.com
Active Captain Rating	4.5 stars
Contracted Since	2011
Contact	Town of Marineland POC: Suzanne Dixon, Town Manager Phone: 904-377-2748
Operating Season	Open year round
# of Employees	4
Organization Functions	Marina Management Services • Manage all aspects of daily marina operations, including slip assignments, finances, personnel, and maintenance. • Negotiate, secure, and administer all required licenses, occupancy agreements, service and vendor contracts. • Develop and implement various plans and procedures (i.e. hurricane preparedness, emergency response, marketing strategy, marina rules, and personnel code of conduct). Project Manager of Marina Redevelopment • Procured grant funds totaling nearly 1.5 million dollars for marina redevelopment, with an additional \$600,000 awaiting award by FWCC. • Coordinate reconstruction by serving as Project Manager.
Facility Capacity	41 slips (will total 66 at end of phase III of redevelopment) 750' side-tie dockage (will total 1050' at end of phase III of redevelopment)
Facility & Area Amenities	Restroom facilities, including showers and laundry Free WIFI Free Pump-out available in most slips Within walking distance: - Marineland Dolphin Adventure - Ripple Effect Ecotours - River to the Sea Preserve

PALM COAST MARINA

The Palm Coast Marina is a privately owned facility with more than 70 slips and 500' of side-tie dockage, a ship store and a fuel dock. Located adjacent to the ICW in Palm Coast, Florida, it is the only on-water fueling station for twenty plus miles in either direction. Additionally, it provides the only water-based access to the City of Palm Coast.



As Mobius took over management in 2017, much of the marina was in need of repair. We immediately began working with local contractors and the property owner to implement upgrades. Palm Coast Marina's bread-and-butter is fuel sales, so Mobius' first order of business was to replace the fuel dispensers, including one additional dispenser on the transient dock for the convenience of larger boats. Work to repair and replace other marina infrastructure is ongoing.

Over the course of the last three years, we have reduced expenses and increased the marina's net by nearly 30%.

Facility Website	PalmCoastMarina.net
Active Captain Rating	4.5 stars
Contracted Since	2017
Contact	JDI Palm Coast, LLC POC: Karin Appling Phone: 770-399-9930
Operating Season	Open year round
# of Employees	1 – full time 7 – part time
Organization Functions	Marina Management Services • Manage all aspects of daily marina operations, including slip assignments, finances, personnel, and maintenance. • Negotiate, secure, and administer all required licenses, occupancy agreements, service and vendor contracts. • Develop and implement various plans and procedures (i.e. hurricane preparedness, emergency response, marketing strategy, marina rules, and personnel code of conduct). Project Manager of Marina Capital Improvements • Facilitate upgrades by serving as Project Manager. • Negotiated with Gate Petroleum for new fueling station upgrades.
Facility Capacity	• 71 slips • 500' side-tie dockage
Facility & Area Amenities	Restroom facilities, including showers and laundry Pump-out Ship store Farmer's Market Golf Dining

MARINE PARK OF FLAGLER

The Marine Park of Flagler is 37 acres of property adjacent to the Town of Marineland Marina and the River to the Sea Preserve, a 90-acre park owned jointly by Flagler County and the Town of Marineland. This property is home to the Marineland Coastal Policy Center, a meeting/office space used by local non-profit groups and the property's owner. Scientists and other visitors often stay in one of four housing units on the property. While the green space is often used by non-profit and local groups for special events and community outreach. Some of these groups are: Gratitude America, Audubon, Sea Turtle Patrol, Scenic A1A, Bike MS, and the Marineland Right Whale Watch Program.



Contracted Since	2013
Contact	Jacoby Development, Inc. POC: Karin Appling Phone: 770-399-9930
Operating Season	Open year round
# of Employees	4
Organization Functions	Property Management Services • Property maintenance to include landscaping, building repairs, custodial services, appliance repairs, etc. • Maintain company vehicles, boats and equipment in good working order. • Oversee contractors and vendors. • Facilitate upgrades by serving as Project Manager. • Oversee responsible use of property by outside organizations. • Facilitate development meetings for property owners. • Develop and implement emergency plans and procedures • Provide monthly statements of repairs, expenses and staff hours to property owners
Facility Capacity	1 - 4,320 sq/ft meeting space 4 - 1,500 sq/ft housing units
Facility & Area Amenities	• Within walking distance: - Marineland Dolphin Adventure - Town of Marineland Marina - Ripple Effect Ecotours - Quiet beach - Matanzas Inlet



SECTION 4

PROFESSIONAL BACKGROUND

Mobius is led by a team of dedicated professionals. Our experienced staff is here to serve and ensure your confidence with the sole purpose of taking your marina to the next level of profitability and standards of excellence in the boating community.

The following team members will be directly responsible for overseeing operations of the Fernandina Harbor Marina.



CHRIS KELLEY

**Founder and President
Mobius Marine, Inc.**

Chris Kelley's creative and entrepreneurial spirit has proven effective in the various disciplines that all apply to the dynamics of marina management. Mobius Marine, Inc. morphed out of his successful construction company, Kelley Fine Woodworking, and his outfitter, Ripple Effect Ecotours. His construction management skills were honed with organization and exactness. By working as a captain and guide for his successful water tour business, which is based on a working waterfront, Mr. Kelley continued to foster his understanding of marina dynamics. His knowledge of working waterfronts extends beyond just marina operating areas, as his management of the Marine Park of Flagler has given him great depth and breadth of knowledge in the areas of permitting, easements, and the workings of a coastal municipality. Here are some of the Mr. Kelley's responsibilities and work experience:

- USCG Licensed Captain- 2012 to present
- Florida Master Naturalist Instructor – IFAS - University of Florida - 2010 to present

Marine Park of Flagler/JDI Marineland - Property Manager - 2013 to present

- Responsibilities include all that comes with managing the vast majority of the developable private property in the Town of Marineland such as:
- Oversight of the privately-owned utility with a wastewater treatment plant and potable water system for the whole town.
- Management of the Marineland Coastal Policy Center, providing support and scheduling for the numerous 501c3 organizations that utilize space.

Ripple Effect Ecotours – Founder and President – 2007 to present

Mr. Kelley grew his company from a 1-person operation to a fully functioning environmental education company while fostering partnerships with the following 501c3 non-profit organizations:

- Friends of Washington Oaks State Park
- Friends of Faver-Dykes State Park
- Friends of the GTM Research Reserve
- Florida Master Naturalist Program
- University of Florida Whitney Laboratory for Marine Bioscience
- Marineland Dolphin Conservation Center

The integration of Ripple Effect into the environmental community expanded Mr. Kelley's understanding for the importance of the incredible natural resources in Northeast Florida. This was the foundation for his unique and comprehensive approach to limiting and mitigating the impacts on our waterways and providing a sustainable and resilient future for clean marina operations. He understands the value of recreation for future generations.

Palm Coast Marina – Marina Manager/Mobius Marine – 2017 to present

For the past 3 years Mr. Kelley has been responsible for the entirety of operations of the Palm Coast Marina. He has negotiated the contracts and managed replacement of the new fueling dispensers. He continues to find ways to work with the city and the property owner to make cost effective repairs to this 40-year old facility to keep it functioning as an amenity and the only fuel dock in the City of Palm Coast and Flagler County. Most notably, under his leadership the Palm Coast Marina has seen a 30% increase in the net revenues over the past 3 years.

Town of Marineland Marina – Marina Manager/Mobius Marine – 2010 to present

Mr. Kelley's involvement in this marina restoration project started in 2010 and he was involved in most aspects of the marina design and construction, and organized the ribbon cutting of 24-slips for phase 1 in 2011. As the marina manager, Mr. Kelley knew he was taking a great risk with such a small and remote marina facility. Where others would see constant roadblocks and hurdles, Mr. Kelley saw an opportunity to continue to expand this marina facility into a gateway for the Town of Marineland and a model for a clean, sustainable, and resilient marina. In 2013, he started writing grants and was able to raise the funds to more than double the size of the existing

marina to accommodate up to 55 vessels, dredge the basin to provide proper controlling depths, and construct the new marina facilities to accommodate the new and higher demand. He was not only the grant writer but also the construction manager and handled every last detail of this project. But he did not stop there. As of today, Mr. Kelley has applied for well over \$2.5 million in grants and has been awarded \$1.5 million, with another \$600,000 in the pipeline. His dedication to this project is unmatched in terms of what it takes to accomplish such goals in a small-town setting with very limited resources. He was ultimately responsible for organizing and managing all aspects of phase II and III of the redevelopment project.

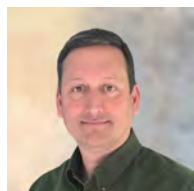
Marineland Stakeholders Group – Chairman- 2011 to 2019

As chair, responsibilities included scheduling, calling, and managing the meetings of the various stakeholders to address local issues and opportunities for collaboration and participation. Items discussed ranged from current events to complex utility issues. These meetings were typically attended by:

- Flagler County Administrator, Tourism Office, Land Manager, and district Commissioner
- Director of the UF Whitney Laboratory for Marine Bioscience
- Director of the Guana Tolomato Matanzas National Estuarine Research Reserve
- Manager Marineland Dolphin Conservation Center
- Other civic leaders and property owners

Serving many roles at Marineland, Mr. Kelley attended all the Town Commission meetings to include workshops, budget meetings, and special meetings for the past ten years. He provided assistance for FEMA claims for the Town of Marineland after Hurricane Matthew and participated in writing a Department of Economic Opportunity Grant for a Wastewater Treatment study. He also procured grant funds and coordinated derelict vessel removal for the Town. Only on a few occasions in the past 10 years was Mr. Kelley not in attendance to the monthly commission meetings as he was on summer vacation with his family. This experience, as well as many others shared by Mr. Kelley and his colleagues, has prepared Mobius Marine for future successes in municipal marina management.

Mr. Kelley brings a synergistic approach and a passion for the man-made and natural environments combined to form a unique model for the future of marina operations for the communities that they serve. When not in the office you will find him on the water with his wife of 24 years and their daughter out fishing or cruising up and down the east coast of Florida, the Keys, and the Bahamas, and spreading the word about the wonderful gateway marina facilities here in Northeast Florida.



BRAD MILLER
Intended Marina Manager

Mr. Miller is a Florida native, born and raised in Jacksonville. He obtained a degree in Recreation Management from Appalachian State University in Boone, NC, then later moved to the Puget Sound region of Washington State. There, he worked with Morale, Welfare and Recreation (MWR) on Naval Subbase Bangor. For the next twenty-five years, Mr. Miller worked with just a few other companies, all in the recreation industry. His employment accomplishments include:

- 8 years with Olympic Outdoor Center, Poulsbo, WA, serving as the Programs Director and Marketing Director.
- 7 years as owner/operator of Coastal Outdoor Center in St. Augustine, FL.
- 10 plus years with the Port of Poulsbo, Poulsbo, WA, serving in the maintenance department, then as Executive Director.

During the course of his career, Mr. Miller has sharpened his management skills through the responsible execution of staff management, fiscal planning, policy and procedure development, and capital improvement coordination. Other highlights include:

- developing and implementing various recreational programs.
- successfully managing recreation-based retail operations.
- organizing and executing annual charitable events.
- developing and implementing preventative maintenance programs for recreational facilities.

What makes Mr. Miller uniquely qualified for managing the Fernandina Harbor Marina is the experience he gained while serving as Executive Director for the Port of Poulsbo. The Port of Poulsbo is what is referred to as a special purpose district. In 1911, after citizens lobbied for the right to control access to the waterfront, the Washington State Legislature passed the Port District Act, allowing the people to form a “Port” district and elect commissioners to govern it. Port districts collect tax money from the citizens that live within its boundaries and use it for the economic development of the community through business development and job creation. Most Port districts own various assets that enable them to achieve this mission (i.e. marinas, airports, seaports, commercial buildings, etc.).

The Poulsbo port district is a relatively small, rural district serving the town of Poulsbo, population 11,000. The Port’s primary asset is the Poulsbo Marina, located on the town’s waterfront, much like the FHM. With over 250 permanent moorage slips for vessels up to sixty feet in length, and 130 guest moorage (transient) slips for vessels up to one hundred feet, the Poulsbo Marina is considered one of the largest, public-owned recreational marinas in the Puget Sound region. Marina amenities include shore power, potable water, multiple vessel pump-out stations (including mobile pump-out carts), dinghy docks, fuel dock, restroom and shower facility, laundry facility, loading dock, tidal inspection grid, multipurpose room, boat ramp, and seaplane base. During the peak season, the Port employs eight full-time staff and several seasonal, part-time staff.

As Executive Director, it was Mr. Miller’s responsibility to manage the day-to-day operations of the port district, with emphasis on marina operations. This task was accomplished by the following:

- Planning, prioritizing and managing facility maintenance and capital improvement projects.
- Procuring grant funding for use on capital improvement projects.
- Assisting the Port Accountant with budget development.
- Assisting the Port Commission with the development of the Port’s six-year comprehensive plan.
- Hiring, training, supervising and evaluated Port personnel.
- Leading the Port’s collective bargaining team.
- Overseeing the Port’s compliance with all Federal, State and local regulations.
- Enforcing the Port’s regulations and policies.
- Developing the Port’s Accident Prevention Program and the Emergency Response Plan.
- Disposing of derelict vessels.
- Coordinating multiple Port boundary expansion efforts.

Mr. Miller’s time at the Port of Poulsbo has prepared him for the delicate nature of public sector work. With that comes an understanding of the importance of working for community and including the input of the stakeholders (i.e. business owners, civic organizations, general public, etc.) in decision making. Decades of management experience have provided him with a strong working knowledge of what it takes to efficiently operate a large public recreational facility while providing the best possible service to its customers.



TERI WEBLEY

Office Manager / Executive Administrator / Grant Writer

Teri grew up on the Southern California coast where she attended college, married and started her family. She moved to Flagler County, FL in 2001. Soon after she went to work for a local non-profit where she served a Board of Directors and over 2000 members for 10 years. Teri brings 14 years of administrative experience in office management to our team. Some of her areas of expertise include: human resources, grant writing, fundraising, event coordination, finance, membership retention, document retention, and maintaining local, state, and federal licenses.

Teri and her administrative team, will assist your facility with your office operations and management, HR and payroll needs, financial forecasting, budgeting, and reporting. Teri is also an integral member of our grant writing team.

An aerial photograph of a speedboat moving across the ocean, leaving a large, white, foamy wake. The water is a deep teal color. The boat is small and colorful, with several people on board. The text 'SECTION 5' is overlaid in white, bold, sans-serif font.

SECTION 5

TECHNICAL CAPABILITIES

The following information is in response to the City's scope of work, as outlined in RFP #2020-02. It reflects the knowledge and experience that Mobius brings to the table, and speaks to the high level of management capabilities that we are known for.

A / Operate, supervise, manage, and maintain the Marina daily.

With Mobius Marine, Inc. you will gain a team of marina management professionals experienced in all phases of day-to-day management of marinas. Our individualized approach to marina management will ensure that the Fernandina Harbor Marina will receive the care and attention that will not only fulfill but exceed your expectations. We strive to maintain positive relationships with all boaters, customers, vendors and contractors.

B / Hire, train and supervise marina staff. These individuals will be employees of the contractor.

Using our multiple step hiring process, the management team at Mobius will vet applicants for experience and suitability in the position for which they are interviewing.

C / Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

As employees of Mobius, marina staff will adhere to a code of conduct that includes standards for appearance that specify when and how to wear uniforms.

D / Maintain experienced staff and management for marina operations.

All department managers at Mobius work closely together to identify and act upon staffing needs at our facilities. Alterations in staffing are typically dictated by work volume (i.e. seasonal demands), training, redirection, recognition, or other necessary support.

E / Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services, which are reasonably necessary for the Marina's facilities.

The management team at Mobius includes an office support component that is well versed in licensing requirements (including fuel docks); producing, implementing, and retaining agreements and contracts; sourcing providers of services and contractors; maintaining vendor contracts and proof of insurance; human resources, and providing support for marina operations where needed.

F / Collect and manage all payments for services and related deposits.

All funds collected at the marina will be processed through a point of sale system. Reports are run daily, monthly, annually, and as needed. Daily reports are reconciled with all transactions to ensure accuracy. A management team member always verifies the accuracy of the reconciliations.

G / Administer slip assignments.

Marina Managers with Mobius are trained to manage the delicate balance of dock occupancy. They utilize goals and data resources in an effort to gain an accurate understanding of ICW traffic, thereby aiding in the maximization of available dockage space. The Marina Manager will communicate these findings to subordinate staff administering slip assignments. The Marina Manager and staff communicate changes as needed.

H / Administer evictions and remove abandoned vessels.

Mobius Marina Manager will employ best management practices when ensuring that agreements are understood and followed, that dockage fees are paid, and that the boater is adhering to marina rules and standards. Marina Managers use tested, legal procedures when facilitating an eviction or removing an abandoned vessel.

I / Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

Mobius uses cloud-based point of sale and back office accounting systems that have, to date, proven to be compatible with our customer's systems. In the event our system is not compatible with the City's, we will work to remedy the issue in a timely and efficient manner. We will provide any necessary training and ensure that the transition is made in a manner as to provide continuity in reporting.

J / Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

Mobius is contracted with an emergency response provider. Once we have evaluated the needs of the facility, a plan will be provided and a copy kept on file at the marina.

The Mobius marina management team will meet with the City to discuss goals and plans for reconstruction, rehabilitation or growth of the marina. After evaluating the condition of the marina and other needs, such as dredging, an initial facility maintenance plan will be produced and implemented. This plan will be the basis for future annual plans. Mobius is familiar with Bellingham Marine's dock maintenance procedures, which will be followed, and or adapted, to meet the needs of City expectations. We respect the need for public safety and health and find that our restroom cleaning procedures are better than most public facilities.

K / Implement the Marina's hurricane plan.

Mobius is prepared to implement its proven hurricane preparedness plan. The plan includes measures that address any issues that may arise from severe weather events, in order to provide the best possible outcome for the marina and its customers. Our hurricane preparedness plan will always be available for review and evaluation, to include the possible need for adjustments.

L / Administer a customer service program for the Marina.

At Mobius excellent customer service is the backbone of our company culture. We understand the connection between satisfied boaters and marina success, and how the immediate word-of-mouth chain can make or break a marina's reputation in the cruising community. All of our employees, from management to the newest staff member, are trained to engage customers in a professional and welcoming manner. Our procedures and policies include guidelines for how to assist customers in all phases of the customer experience, from pre arrival to departure and beyond. Procedures are also in place for instances when a customer is less than satisfied with their experience, including when to escalate to a member of the management team.

M / Prepare and implement advertising, promotional activities, and marketing plans.

The management team at Mobius will design a marketing plan to ensure that your marketing dollars are spent where they will get the best and most cost-effective results. We understand your customer base, because they are our customer base, and will reach out with invitations to come enjoy all that Fernandina Beach has to offer.

N / Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Mobius possesses years of experience in producing and maintaining a web page, as well as a social media presence for a municipal marina. We will use our knowledge to build upon past FHM successes and maintain an image that the Fernandina Beach community can be proud of.

O / Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

At Mobius we understand the need to adhere to an operating budget and the accountability required when operating a marina for a municipality. Our purchasing department researches all options regularly looking for the most cost effective way to provide the necessary items for the maintenance and operation of a marina.

P / Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Our Marina Managers will follow, anticipate, and adjust to the seasonal demands on moorage availability to include the cruising season, holidays, and summer weather patterns. This information is coupled with an understanding of ICW boat traffic (i.e. northerly and southerly migration), and local needs, to set goals and establish expectations for dockage occupancy.

Q / Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

Mobius will design and implement a plan for the expansion, addition, and reassessment of the services offered at the Fernandina Harbor Marina. Emphasis is placed on customer satisfaction and retention, maximization of rentable space within the marina, and supporting the growth of the marina and surrounding community. Mobius successfully partnered with the local community to offer educational opportunities for boaters, utilizing Clean Marina and UF Coastal Master Naturalist literature. Boaters are drawn into the natural beauty that surrounds our marinas. We have also provided assistance and oversight for a weekly farmer's market, as well as entertained boat clubs and boat shows. The above aforementioned are in addition to the daily services that tend to the boaters needs, from the most basic, to the little extras that result in repeat business.

R / Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

Mobius has developed an effective and proactive schedule of maintenance and repair that is designed to maximize the life of marina fixtures, buildings, docks, slips, and all related property, tools, and equipment. Whether the marina is brand-new, has some history, or is somewhere in between, we take pride in maintaining it in the best condition possible.

S / Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

At Mobius our office support team works closely with our marina operations team to ensure that all licenses, certifications, agreements, and contracts are current. Regular feasibility studies and price comparisons are conducted to ensure that prices, fees, rates, and schedules align with industry norms.

T / Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

Mobius regularly conducts market research to ensure that rates and fees fall within industry margins. Likewise, all licenses, agreements and contracts are scrutinized by our legal representation prior to implementation.

U / Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

Mobius marina managers and staff are vigilant and proactive in their approach to maintaining the order necessary in the marina setting. Everyone strives to ensure that all marina guests have an enjoyable experience, which is in part accomplished by providing a safe and secure environment. A component of their daily duties is to maintain a presence around the marina, interacting with the boaters and visually inspecting the facility. All rules are posted in conspicuous locations and verbally reiterated whenever necessary.

V / Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

At Mobius we are well versed in grant management, reporting, documentation, and adherence. We have procured grants at the federal, state, and local levels. We possess first-hand knowledge of the importance of maintaining compliance throughout the life of a grant.

W / Work in cooperation with City staff to ensure the Marina's smooth operations.

The individualized approach to marina management that Mobius incorporates includes a desire and ability to work with the marina owner to develop and implement a management plan that achieves the marina owner's vision.

X / Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

The Mobius finance team will work closely with your finance department to develop and implement financial systems, procedures, and reports that align with your needs. We understand that, as a municipality, you have requirements regarding reporting, documentation, and document retention, and will work with you to ensure that these needs are met.

Y / Implement the Marina's approved budget.

At Mobius we know that the budget is an essential tool for effective and responsible operations of the marina. We use careful planning and scheduling in addition to monitoring where and how the budgeted funds are being used throughout the budget cycle.

Z / Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

Communication with marina owners and community stakeholders is an important part of how Mobius approaches marina management. Having experience managing a municipal marina, we regularly provide representation at board meetings where we contribute supportive information to the board for the needs of the municipality, marina, and surrounding community.



SECTION 6

FINANCIAL & FEE PROPOSAL

The following table represents projected revenues and expenses for the marina when it becomes fully functional. Though it is understood that the facility is not yet 100% functional. These projections are based on similar Mobius business activity and actual historical financial data for the FHM. We feel that it is an accurate demonstration of FHM potential within the first two years. Provided that the facility remains fully functional in the future, we feel that the marina's potential can be much greater.

MOBIUS MARINE, INC. PROJECTED BUDGET

INCOME		
Dockage & Rent		\$ 865,426
Slip rentals - Permanent	\$ 171,864	
Slip rentals - Transient	\$ 547,500	
Slip rentals - Transient Non-Taxable	\$ -	
Slip rentals - Commercial	\$ 4,284	
Business Rentals	\$ 25,000	
Mooring Field Taxable	\$ 40,150	
Mooring Field Non-Taxable	\$ -	
Electricity	\$ 65,128	
Dinghy Dock	\$ 9,000	
Amenities Access	\$ 2,500	
Fuel, Oil & Additives		\$ 1,426,125
Diesel	\$ 1,200,000	
Gas	\$ 238,500	
Oil/Additives	\$ -	
Diesel Non-Taxable	\$ 19,500	
Discounts	\$ -	
Discounts Diesel	\$ (29,300)	
Discounts Gas	\$ (2,575)	
Discounts N/T DSL	\$ -	
Other Revenue		\$ 42,605
Merchandise for Resale	\$ -	
Services Non-Taxable	\$ -	
Services Taxable	\$ -	
Interest	\$ -	
Loss	\$ -	
Rents	\$ -	
Non Taxable Rents	\$ 12,357	
Insurance Proceeds	\$ -	
Other Revenues	\$ 30,248	
Gain on Sale of Assets	\$ -	
Loan Proceeds	\$ -	
TOTAL OPERATIONAL REVENUES		\$ 2,334,156

EXPENSES		
Employee		\$ 344,638
Salaries & Payroll	\$ 271,160	
Payroll Taxes	\$ 22,592	
Employee Benefit Programs	\$ 7,386	
Employee Health Insurance	\$ 37,500	
Training/Travel	\$ 6,000	

Services		\$ 37,800
Consultants/Professional Services	\$ 20,000	
Audit	\$ 6,800	
Accounting	\$ 1,000	
Legal	\$ 10,000	
Repairs & Maintenance		\$ 26,800
R/M Buildings	\$ 12,000	
R/M Equipment	\$ 4,900	
Mooring Field Repairs	\$ 9,500	
Gas/oil	\$ 400	
Fixed Costs		\$ 160,150
Communications	\$ 4,500	
Communications - cell	\$ 950	
Communications - internet	\$ 5,700	
Utilities - electric	\$ 54,000	
Utilities - water & sewer	\$ 25,000	
Insurance - City	\$ 70,000	
Other Expenses		\$ 1,325,147
Credit Card Fees	\$ 68,747	
Management Fee - Fixed	\$ 70,000	
Printing	\$ 1,750	
Promotional	\$ 9,000	
Misc expense	\$ -	
Office supplies	\$ 2,200	
Operating supplies	\$ 55,000	
Uniforms	\$ 1,750	
Household/Instit, Janitorial supplies	\$ 3,300	
Books/Subs/Dues	\$ 1,000	
Fuel for resale	\$ 1,112,400	
TOTAL OPERATIONAL EXPENSES		\$ 1,894,535

OPERATING NET		\$ 439,621
Management Fee - Variable (10% of Operating Net)		\$ 43,962
BALANCE		\$ 395,659

FEE PROPOSAL

For the work necessary to fulfill the requirements outlined in the scope of work, Mobius proposes a multi-tier management fee. Part 1 is a base rate of \$70,000 per year. Part 2 is a variable fee based on 10% of the annual operating net.

As one can see, even after management fees have been paid, there is a projected balance of nearly \$400,000 for the City to use as they see fit.

SECTION 7

REFERENCES & RECOMMENDATIONS



FLORIDA INLAND NAVIGATION DISTRICT

April 24, 2020

Mr. Dale Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin:

Please accept this letter of reference for Mr. Chris Kelley, President, Mobius Marine, Inc. (Mobius). The Florida Inland Navigation District (FIND) has worked with Mr. Kelley for over 7 years through FIND's Waterway Assistance Program, providing grants for multiple phases of the successful Town of Marineland Marina Restoration.

Mobius' exceptional ability to research, attain, and administer numerous grants from multiple agencies has been beneficial to the District's goals to improve and increase public waterway access along the Intracoastal Waterway (IWW). Mobius has exhibited superior performance in all facets of the redevelopment of the Town of Marineland Marina, including project response time, project outline, and project goals. The Marineland Marina project was successfully completed within budget and on schedule. This was a particularly unique accomplishment as Hurricanes Matthew and Irma both impacted the Town of Marineland during this project.

The District is also participating in funding for the next phase of this project. Mobius has successfully combined 4 different grants from 4 different agencies totaling in excess of \$1.2 million for this project, with minimal funding required by the Town of Marineland. Mr. Kelley and other members of the Mobius team have attended many of the District's Public Outreach Events over the last 7 years and have presented to the District board on at least 5 occasions. Mobius is well-respected in the marina management/construction industry and is valued for integrating working waterfronts into the community while showcasing transient dockage opportunities along the IWW. The District is pleased to have maintained a long and successful working relationship with Mobius Marine.

Please contact me if you have any questions or need additional information.

Thank you.

Sincerely,

Mark Crosley
Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

ADMINISTRATIVE OFFICE ON THE INTRACOASTAL WATERWAY IN PALM BEACH COUNTY
1314 MARCINSKI ROAD, JUPITER, FLORIDA 33477-9427 TELEPHONE 561-627-3386 FAX No. 561-624-6480
www.aicw.org



Mr. Dale Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin,

Please accept this letter of reference on behalf Mr. Chris Kelley, the Marina Manager for the Town of Marineland Marina and owner of Mobius Marine. I have served on the Town of Marineland Commission since December 2016 and have first-hand knowledge of the efforts of Mobius Marine's involvement in this project. Mr. Kelley was given the authority by the Town Commission to be the project manager for the permitting, planning, design, grants writing and administration, and construction management for Phase 2 of this project, as the Town of Marineland has limited resources available to manage these tasks. The outcome of his efforts has provided for a sustainable and resilient asset for the Town. Mr. Kelley networked with local, county, state, and federal government agencies to make this project successful and created a gateway facility for the Town, local businesses, and stakeholders. In addition to marina construction and operations, Mr. Kelley has shown time and time again that he and his colleagues at Mobius Marine will go to great lengths to work with all levels of government to assist in creating a destination here in Northeast Florida. Thanks to the efforts of Mobius Marine, under Mr. Kelley's leadership, the Town of Marineland Marina Phase III project is mostly funded and we hope to break ground early next year.

Should you have any questions, feel free to contact me by phone at 386-276-1742 or by email at commissioner2.marineland@gmail.net

Sincerely,

Craig Lenniger
Vice Mayor
Town of Marineland, FL



Michael A. Anthony
Executive Director
GratitudeAmerica Inc.
P.O. Box 16956
Fernandina Beach, FL 32034



April 27, 2020

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

To Whom It May Concern:

I am writing this letter to show support Mr. Christopher Kelley and Mobius Marine. GratitudeAmerica, Inc. is a 501(c)(3) non-profit organization whose primary goal is to provide critical support for our past and present military service members and their families during their return to civilian life. We accomplish this goal by offering retreat programs that use restorative approaches to assist participants affected by deployment exposures such as Post Traumatic Stress and Traumatic Brain Injury.

Our first Military Support Retreat was hosted in Marineland, Florida in 2013 and was a great success in large part because of the efforts of Mr. Kelley. Since then Mr. Kelley has provided direct logistical support in the form of on water programming and support facilities, including free use of the Coastal Policy Center for over 15 Military Support Retreats. His leadership and community involvement have touched the lives of over 200 combat veterans and their spouses.

For the last 7 years GratitudeAmerica has hosted their annual 5K race fundraiser at the Coastal Policy Center and Marineland Marina. Mr. Kelley and his team have volunteered their time and facilities every year and because of that support, we raised over \$35,000 for our veteran retreats.

The World Health Organization claims that there is “no health without mental health” and there is currently a mental health crisis among our returning combat veterans. The US Department of Veterans Affairs and the National Center for PTSD estimates that 11–20% of military personnel involved in Operations Iraqi Freedom (OIF) and Enduring Freedom (OEF) have been diagnosed with PTSD. Our veteran retreat participants have greatly benefitted from eco-tours from the Marineland Marina and lessons at the Coastal Policy Center.

As a Fernandina Beach based charity who has been touched by Mr. Kelley and Mobius Marine we thought you would appreciate hearing of their philanthropy and great work supporting veterans.

Respectfully,

Michael A. Anthony
Executive Director

County Attorney
1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



www.flaglercounty.org
Phone: (386) 313-4005
Fax: (386) 313-4105

April 27, 2020

City of Fernandina Beach
c/o Purchasing Department
RFP #2020 - 20
Fernandina Beach, FL 32034

Re: Mobius Marine Submittal

Dear Ladies and Gentlemen:

Mobius Marine requested a reference letter in connection with its proposal to operate/manage the marina in your city. I am preparing this in my capacity as County Attorney based on our governmental dealings with Mobius Marine in its operations at the Marineland Marina.

I have been acquainted with this company since approximately 2010 when it implemented a Tourism Development Grant awarded by the County to the Town of Marineland to develop the marina. The prior owners of the marina had closed it when it had deteriorated to the point that it was unsafe for the public and boaters. The owners at that time had commenced a partial reconstruction but the effort was not completed. Later the marina came into the hands of the Town of Marineland due to a development order in favor of Centex Destination Properties. The developer transferred the marina to the Town as part of a work out of the development order.

The Town applied for funds to develop the marina, obtaining a \$150,000 grant from the County Commission. Simultaneously the Town secured an approximate \$200,000 grant from FIND. The Town selected Mobius Marine to oversee the rebuilding and operating of the marina to serve boaters on the Intracoastal Waterway. The funding initiated an effort overseen completely by Mobius Marine. The marina commenced service as promised in the grant agreements. It was literally a night and day transformation, from being shuttered to operating with a vibrant public presence.

Additionally, with its popularity, the Town supported Mobius Marine expanding the marina through in a Phase II. On behalf of the Town, Mobius Marine sought and received \$150,000 from the Commission. Mobius Marine procured another \$300,000 from FIND and a Florida Boating Improvement Program Grant ("FBIP") for \$310,000. With that project phase constructed and operational, Mobius Marine submitted for Phase III funding. The County Commission, in full support of the undertakings at the marina, awarded another \$150,000. FIND followed suit with another \$170,000, I believe, and the FBIP program awarded \$300,000.

Charles Ericksen, Jr.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien, Jr.
District 5



City of Fernandina Beach
c/o Purchasing Department
April 27, 2020
Page 2

Mobius Marine remains the manager and operator of the marina and the County has had no problems, only praise, for the performance of this company.

In my over 40 years of experience in governmental law, I have run into vendors that have talent but are undercapitalized and unfortunately fail despite their best intentions. I have run into vendors that are adequately financed but the vendor's operational people make the relationship unworkable or non-productive. However, Mobius Marine hits the trifecta – operational competence, consistent financial capability, and provides a value added service to users and the general public.

Mobius Marine is a partner with the County in the 90-acre River to Sea Preserve. It has been instrumental in assuring the property functions as we expect for our citizens and visitors. The marina is a focal point and a pleasant destination for those hiking, biking, fishing, camping, visiting the beach, or swimming with the dolphins. The appearance of the marina is always neat and clean. Bathrooms and laundry facilities are well kept. The marina staff always have a professional appearance. I am aware, too, that the marina enjoys a highly respected ranking under Active Captain.

Mobius Marine also exhibited great skills in screening and recommending to the Town the contractors for the marina work. Mobius Marine handled the state and local permitting extremely well. We also have heard no complaints from customers concerning its operating standards.

From the public face of Mobius Marine, it has done a great job with social media in promoting the marina and its role with the other public resources at the River to Sea Preserve. It is accountable, as well, in handling what are essentially public budgets. Most recently, I know Mobius Marine successfully pursued post-disaster FEMA funding for the Town. As well, Mobius Marine has been active with other governmental partners at the State level and that has benefitted the County.

I do not think you could find a better vendor for your historic marina. Marineland likewise is an historic marina, just not operated commercially or militarily from its inception. It served the World's First Oceanarium, Marineland, for decades. We care very much about our history in Flagler, as I know you do about your unique history. Mobius Marine has honored the history of Marineland and I believe it will serve you well on all of the fronts that are important for a public marina.

If you have any questions at all, please do not hesitate to contact me. Thank you.

Sincerely,



Albert J. Hadeed
County Attorney



May 1, 2018

RE: Letter of Recommendation for Brad Miller

To whom it may concern:

It is my pleasure to provide an unqualified letter of recommendation for Brad Miller.

I have represented public port districts throughout the State of Washington for over thirty years. I also serve as the general counsel for the Washington Public Ports Association. Over the years, I have worked with many port staff and port executive directors. The Port of Poulsbo has been a client of our firm for a number of years where Brad Miller was the executive director.

From my perspective, Brad Miller was an excellent executive director. He understood his job and the role of the Port of Poulsbo in the community. It was obvious that the Port was well managed. In legal matters, he was always organized and had a clear grasp of the legal issues. I also observed Brad Miller at various WPPA events where he always participated and brought thoughtful comments to the discussions.

In summary, it was my impression that Brad Miller was a thoughtful and efficient manager. I recommend him without hesitation and would be happy to talk with anyone about Brad Miller.

Sincerely,

CHMELIK SITKIN & DAVIS, P.S.

Frank J. Chmelik

FJC/kbb

F:\CSD Office\Brad Miller Recommendation\Miller recommendation 05012018.docx

18431 Fjord Drive NE
P.O. Box 394
Poulsbo, WA 98370
360-930-8654

May 7, 2018

To Whom It May Concern:

I am writing on behalf of Brad Miller, who has served these last five years as Executive Director of the Port of Poulsbo, in Poulsbo, Washington. I was appointed to the position of Port Commissioner in 2012, and then elected to a six year term in 2014. Before moving to Poulsbo, I served on Active Duty for twenty-four years as a commissioned officer in the U.S. Coast Guard; and as senior counsel in a consumer litigation law firm I founded in Arlington, Virginia.

While working for the Port, Brad participated in and managed a broad range of activities on behalf of our \$5 million Port District and Waterfront Marina with almost 400 guest and permanent moorage slips. These have included the following:

- managed multiple, large capital improvement projects at the Marina
- applied for and managed several capital improvement grants
- for a period exceeding one year, represented the Port in collective bargaining and unionization of the employees
- obtained a Washington Clean Marina designation for the Marina
- developed and implemented the first marketing strategy program, resulting in a significant increase in guest moorage patronage
- managed two campaigns for annexation of property into the Port District
- in concert with the City of Poulsbo, managed and superintended the Port's abandoned and derelict vessel program, resulting in removals of derelict vessels at risk for contamination of the Marina and Liberty Bay
- investigated, reviewed, and formalized numerous Port policy statements, including policies on implementation of Washington law regarding the Public Records Act and the Open Public Meetings Act
- investigated and secured offer of transfer of surplus floating dockage, valued at over \$4 million, from Elliot Bay Marina, to the Port of Poulsbo for its major capital improvement program
- instrumental in organizing and superintending a major off-season Winter Boating Rendezvous event for four years, resulting in increased boating tourism for Poulsbo in February each year
- promoted and monitored, over a five year period, weekly (seasonal) Port visits by cruise ships owned by American Cruise Lines
- created and implemented the Port's first Accident Prevention and Emergency Response programs
- represented the Port in negotiations with Poulsbo Fire District in leasing a boathouse to the Fire District, to facilitate the Fire District's decision to locate its new fire boat at the Marina
- surveyed moorage rates for Puget Sound recreational marinas, to determine appropriate moorage rates for the Poulsbo Marina
- arranged float plane "splash-in" events for first two years at Poulsbo Marina, to promote Port's FAA-approved seaplane base on Liberty Bay
- managed annual Seattle Boat Show participation by Port of Poulsbo for promotion of the Port as a destination marina
- scheduled and supervised maintenance work force at Poulsbo Marina
- along with Port Auditor, prepared budget estimates for Port operations.

I have worked closely with Brad on many of these efforts over these last five years, and have concluded that he is a highly competent, diligent, moral, and efficient professional whose absence at our Port will be greatly missed for quite sometime. I highly recommend Brad Miller for employment.

I am available to discuss this recommendation by telephone and/or in person at your convenience.
Sincerely, I am

/s/

Stephen L. Swann
Port Commissioner
Port of Poulsbo
(Commander (Ret.), U.S. Coast Guard)



SECTION 8

EXHIBITS & ADDENDUMS

EXHIBIT A /	CONTACT SHEET	35
EXHIBIT B /	PUBLIC ENTITY CRIMES	36
EXHIBIT C /	DRUG-FREE WORKPLACE CERTIFICATION	38
EXHIBIT D /	E-VERIFY STATEMENT	39
EXHIBIT E /	PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS	40
EXHIBIT F /	CONFLICT OF INTEREST	41
EXHIBIT G /	NON-COLLUSION AFFIDAVIT	42
EXHIBIT H /	DISPUTE DISCLOSURE	43
ADDENDUMS /	1-5	44-53

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Mobius Marine, Inc.

Federal Taxpayer ID: 45-1827185

Mailing Address: 101 Tolstoy Ln

City, State, & Zip Code: St Augustine, FL 32080

Telephone: 904-315-9892 **Fax:** _____

Email: chris@mobiusmarine.com

Submitted By: Christopher Kelley

Title: President

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Teri Webley **Title:** Office Manager

Email Address: teri@mobiusmarine.com **Phone:** 904-803-3969

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02.
2. This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827185 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Christopher Kelley and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)


Signature _____ Date: 7/27/2020

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.



Teri Webley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG092008
Expires 12/1/2020


Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

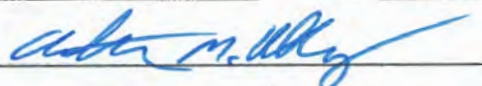
The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Mobius Marine, Inc.

CITY: St. Augustine STATE: Florida ZIP CODE: 32080

SIGNATURE:  PHONE: 904-315-9892

NAME (TYPED OR PRINTED): Christopher Kelley TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

Project Description: Marina Management-Leasing

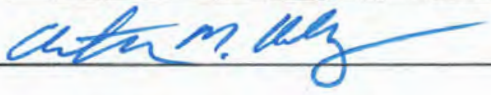
Fernandina Harbor Marina

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Christopher Kelley / Mobius Marine, Inc.

Authorized Signature: 

Title: President

Date: April 27, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Christopher Kelley Title: President

Signature:  Date: April 27, 2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02

This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827135 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Kelley and my relationship to the entity named above is President.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

Signature

Date:

Christopher M. Kelley 4/27/2020

STATE OF FLORIDA

COUNTY OF

Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**Teri Webley
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG052008
Expires 12/1/2020**

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "G"

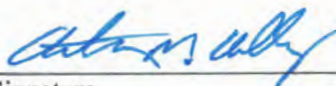
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for bid project 2020-02.

This sworn statement is submitted by (entity) Mobius Marine, Inc. whose business address is 101 Tolstoy Ln, St Augustine, FL 32080 and (if applicable) Federal Employer Identification Number (FEIN) is 45-1827185 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Kelley and my relationship to the entity named above is President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

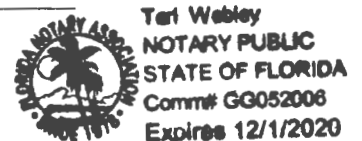
 4/27/2020
Signature Date:

STATE OF FLORIDA
COUNTY OF Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2020, and is personally known to me, or has provided _____ as identification.


Notary Signature

My Commission expires: _____



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Mobius Marine, Inc.

April 27, 2020

Firm

Date



Christopher Kelley / President

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



**CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING**

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Will electronic submission be allowed? **Not at this time.**
2. Can we get a copy of the current agreement between the city and Westrec?
The current Westrec lease is included in Addendum No. 2 on the City website.
3. Is there a P&L for the last fiscal year or past year on just the marinas performance?
This information can be found at <https://www.fbfl.us/documentcenterii.asp>, Finance folder to Audit folder.



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Would the City like to see a proposed complete operating budget for the marina as an entity, or just the revenue and our forecasted expenses to the city? **Only the revenue and forecasted expenses to the City.**



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley **TITLE:** President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** April 27, 2020



CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. Must the separate lease for the dock house remain separate or can the marina's management and dock house component be combined? The dock house is not required to be separate and, as part of discussions with the selected contractor/vendor, subject to further discussions, if desired.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 5

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Christopher Kelley TITLE: President

ADDRESS: 101 Tolstoy Ln

CITY: St. Augustine STATE: FL

AUTHORIZED SIGNATURE:  DATE: April 27, 2020



OASIS MARINAS

TO: City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

FROM: Oasis Marinas, LLC
125 West Street
Annapolis, MD 21401

RFP: #2020-02
Managing and/or Leasing Marina Facilities
Fernandina Harbor Marina

DUE: April 30, 2020 by 2:00 PM



Fernandina Harbor Marina

Table of Contents

Cover Letter	3
Work Experience	5
Professional Backgrounds.....	9
Scope of Work.....	13
Exhibits & Addenda	28
Financial Proposal.....	43

April 30, 2019

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Weeks,

We are thrilled to have the opportunity to submit a proposal to manage and operate the Fernandina Harbor Marina. Fernandina Beach is full of rich history and has the right combination of fabulous dining, diverse shopping, historical landmarks and annual events to attract transient boaters. Furthermore, the Fernandina Beach residents and surrounding community are ready and waiting to bring life back to the marina after its extended closure. The goals between the City and Oasis are mutually focused – we both strive for service excellence. Oasis Marinas offers resort amenities and high-touch service while maximizing operations efficiency and effectiveness. Oasis Marinas will revitalize the ecosystem and activate the waterfront for Fernandina Harbor Marina as a must-visit marina in the area with our marine industry marketing, cruisers' club loyalty program and Five Diamond service standards.

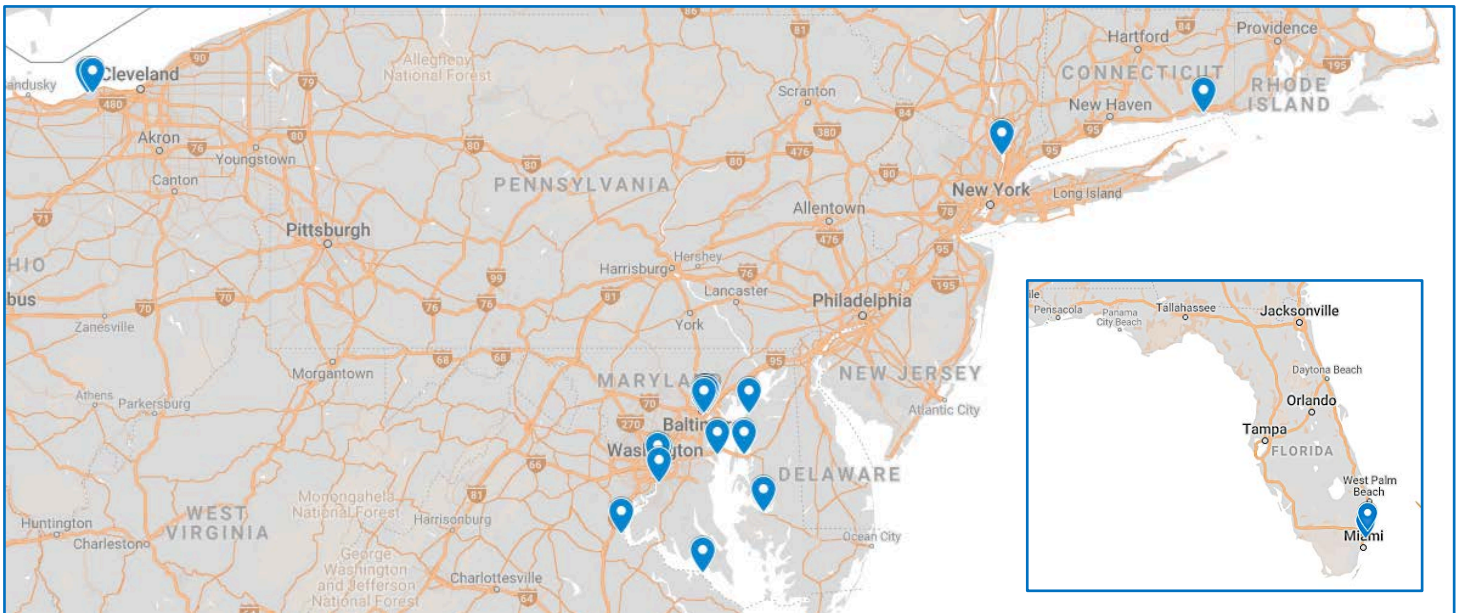
Experience

Having roots firmly planted in the hospitality industry, Oasis focuses on service and quality first and foremost. Oasis Marinas stands out for our quality of service and our attention to detail in operations. Our background is built from over a century of accomplishment and professionalism in the key areas of marina management in order to provide marina owners and customers a unique combination of service quality. By providing industry-leading service and technology, we provide a unique and high-touch customer experience with consequent revenue growth across the board.

Our History and Locations

Oasis Marinas provides boaters and property owners service satisfaction by bringing decades of experience in marina and hospitality management. Though the vision was born long ago, we developed a strategy for service excellence in marina management in 2014, and in 2015 we began operations at our first marina in Baltimore. Headquartered in Annapolis, the company now has grown to over 20 locations spread across the Mid-Atlantic and Great Lakes regions and sizes ranging from 20-600 slips.

Oasis Marinas from the Midwest to the East Coast



Areas of Service

Many of our marina properties are multifaceted to include management of and collaboration with public events, third-party vendors, public and private entities, office leases, restaurant/retail components, site maintenance teams and amenity services. We work with cities, parks departments, governmental agencies, boards, mixed-use development partners and other public entities for project coordination, event management, program development, certifications, permits and public grants. Our marina operations vary to include resort amenities, recreational activities, special events, maintenance, brokerage, marina stores, fuel docks, transient boating, dry storage, restaurants, condominiums, campgrounds, parks, offices, cottage rentals and more.

Our Core Strengths

Fanatical Hiring Standards
High-Touch Customer Service
Amenity Programs
Targeted Development & Training
Facilities Master Plan
Facilities Life Cycle Management
Sustainability Programs
Metrics-Driven Management
Integrated Marketing Programs
Cutting-Edge Technology

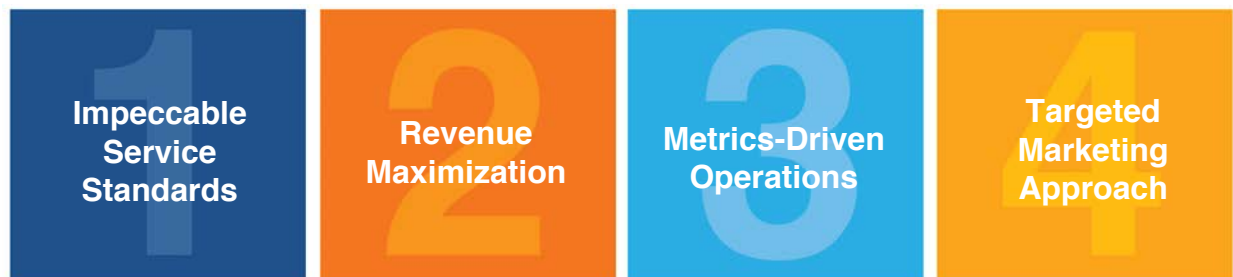
Our Philosophy

The backbone of Oasis Marinas is enriching the customer experience to provide effective communication for boater arrival, departure and everything in between. We see a gap in the marina industry longing for consistent brand expectations for quality operations, customer service and facility condition – Oasis exists to fill this gap. Oasis Marinas revolutionizes the marina experience by offering efficient and clean operations without sacrificing the higher levels of service your customers crave.

Ensuring the satisfaction and delight of customers is an important part of differentiating your marina. ***Oasis' management team and strategy will provide that differentiation.*** Oasis Marinas has brought together experts in marina management and hospitality management to offer world-class business management, high-touch customer service and detailed facilities maintenance services to the marina industry. Our comprehensive operations and management policies set our marinas apart and help us exceed our customers' expectations.

The Value Oasis Offers

By choosing Oasis Marinas, Fernandina Harbor Marina will benefit in the following ways:



We are confident that we can offer growth and world-class service to Fernandina Harbor Marina. Following the initial review and evaluation of our proposal we would love to meet to answer any other questions from the City and show how we have helped other marinas achieve their service and revenue goals.

Sincerely,

Dan Cowens
Founder & Chief Executive Officer

Brian Arnold
VP of Business Development



Work
Experience

Highlighted Properties



Harbor East Marina in Maryland (Voted Best on the Bay 2019)

Harbor East Marina has 184 slips with up to 800 feet of alongside dockage, and two-thirds of the marina is set aside for transient boating according to the Boating Infrastructure Grant. The marina is in the heart of Baltimore near ample restaurants and event venues and services transient, annual and seasonal guests. Oasis improved the marina by managing a \$9M pier renovation, providing premium dockside service, redesigning the marina office, rebranding the marina and creating new marketing programs—all with the goal to improve NOI—our team succeeded within the first year.

Several years later, Harbor East Marina is flourishing with revenues four times greater than when we began our contract.

Oasis completed the management of a \$9M pier renovation June 2018 including new floating docks, upgrading the electrical systems, adding IPE decking and dredging the northwest corner of the marina.

Property features:

- High-use facility with over 180 slips and two-thirds transient business
- Annual slip contracts at 100% occupancy within 1st year of operations
- Transient business is surging
- Continued to test the market rate elasticity by increasing the rate by 40% over 3 years
- Currently maintaining popularity with a waitlist for the last 3 years
- Central boaters lounge refresh with additional amenities like coffee and donuts, arrival gifts, and live music
- Addition of a boat show and larger boats
- Ship store
- Event venue
- Work with commercial operators
- Coordinate with the City of Baltimore, Department of Natural Resources, Maryland Department of the Environment and US Department of Fish and Wildlife Service
- Coordinate and manage outside vendors
- Maryland Clean Marina certified

Tim O'Donald,
410.779.4700
todonald@harboreast.com

"Harbor East has become known throughout the region as one of Baltimore's most vibrant neighborhoods, featuring best-in-class design, contemporary amenities and renowned shops and restaurants," stated Tim O'Donald, President of Harbor East Management Group. "It is only fitting that our marina reflect the quality and modernity of the development in order to provide boaters the same elevated experience we provide on land. Today, we are proud to announce that the new Harbor East Marina is not only the premier marina destination in Baltimore, but also one of the few truly elite properties on the east coast."

National Harbor Marina



"The Oasis team is hitting home runs here!"

Christopher J. Borgal CSM, CMCA

AVP Asset Management & Operations, National Harbour

Towards the end of 2018 we had the privilege to add National Harbor Marina in National Harbor, Maryland to our portfolio. National Harbor Marina is perfectly positioned in the Upper Potomac River, on the Maryland coastline and is surrounded by an abundance of shopping, dining and activities within National Harbor's 350 acres of waterfront resort space. The Marina is a first-class facility with state-of-the-art floating docks, full length finger piers and alongside dockage up to 150ft.

Almost immediately after starting we were able to re-commission the fuel system, which had been in and out of service for multiple years. By reviving the fuel system Oasis added an amenity and in return improved revenue and profit. The location's customer review rating went from 2 stars to 4 stars in response as well. In addition to the fuel system improvement, Oasis also worked with ownership to develop a long-term plan to dredge and maintain the marina.

Property features

- 70 floating slips
- 1800' alongside dockage
- Several commercial operators
- Private shower, restroom and laundry facility
- 125' fuel station
- Pump out
- Complimentary garage parking for slipholders
- Electrical connections for 30-amp, 50-amp and single-phase 100-amp service
- 15 blocks of mixed-use development (including MGM Casino, Gaylord Hotel and various annual events and festivals)

Chris Borgal
Peterson Companies/National Harbor
301.203.4170
cborgal@petersoncos.com

The Wharf Marina in Washington, DC



We're so excited to add The Wharf Marina in Washington, DC as a member of the Oasis Marinas family as of July 2018! This remarkable mile-long neighborhood along the Washington Channel of the Potomac River reestablishes Washington D.C., as a true waterfront city and destination. Boaters will enjoy having easy access to residences, offices, hotels, shops, restaurants, cultural uses, marinas, and public areas including waterfront parks, promenades, piers, and docks. Onsite, the Wharf boasts more than 300 slips at various locations spanning across its vast promenade, as well as moorings that can accommodate vessels up to 45', and commercial piers.

Since our start in 2018, Oasis has maintained operation through a multiphase marina redevelopment slated to be completed in 2022. The north marina houses approximately 50 transient slips, and the south marina is currently under construction with 400 slips planned. Throughout construction we work to provide our superior product with minimum disruption in service as we manage a diverse liveaboard community at the south marina. In addition to regular marina operations, Oasis Marinas coordinates with the community partners, developers, City and third-party planners on events and programming within this vast waterfront community.

Property features

- 400 floating dock boat slips
- 50 transient slips
- 8 mooring balls
- 1500 feet of alongside dockage
- Superyacht destination
- 1 mile of waterfront community
- 10 acres of parks
- 29 pubs and restaurants
- Concert venue
- Laundry, showers and restrooms
- Ship store
- Water taxi and additional commercial operators
- Paddleboard/kayak rental
- Proximity to city attractions

Jon Mcavoy
Sr. Vice President & Director of Finance
202-255-8141
jonm@hoffman-dev.com



Section 3

Professional Backgrounds

Project Team

Oasis Marinas is directed by marina and hospitality management professionals, Certified Marina Managers and USCG Licensed Masters with a vision of hospitality excellence and decades of business experience. Our leadership team has deep industry knowledge including facilities management, hospitality, business development, human resources, technology, corporate finance and marketing. As boat owners, the Oasis team understands the challenges that marina owners, dockmasters and boaters face every day.



Dan Cowens – Founder & Chief Executive Officer

Dan's love for the water began when he worked for Annapolis Bay Charters in Annapolis Maryland throughout high school and has continued to grow since. Dan Cowens has over 25 years of experience in hospitality management services working with hotel companies ranging from Five Diamond hotels like Four Seasons to the largest and most consistent brands like Marriott. As a result of this hospitality experience, Dan developed the Oasis Marinas' vision: to provide high-quality marina management services in Annapolis and around the world. Dan is also a military veteran with eight years of service in the U.S. Army.



Kirk Gautreau – Chief Operating Officer

Kirk has over 20 years of business experience in the hospitality, oil and gas and financial services industries. Kirk brings a wealth of knowledge and experience to the Oasis Team. Most recently Kirk led multiple departments of a national hospitality services company, where he led transformational acquisitions growing the company to over 14,000 employees, and integrated business systems and processes for over 900 locations nationwide. Kirk's love of the water and boating started at an early age as he grew up fishing in the marshes at the mouth of the Mississippi River in Southeastern Louisiana. Today, he and his family are situated on the Chesapeake Bay where he's passing on his love of the water to his children.



Mark Gretz – Chief Financial Officer

Mark Gretz has more than 30 years of experience working with startups and high growth companies in finance, accounting, operations and acquisitions. Currently, he is the CFO of Oasis Marinas. Most recently, Mark was Managing Director and Chief Financial Officer at Evergreen Advisors a Mid-Atlantic based investment banking and corporate advisory firm providing outsourced CFO services where he participated in all aspects of venture funding for early stage companies from \$2M to \$37M. Mark previously served as Vice President, Finance at BDMetrics, where he was responsible for all accounting, HR and finance functions. He directly participated in \$27.5 million in venture funding. Mark's prior experience includes Vice President of Finance for NTT/Verio, Inc., a leading International provider of Internet solutions where Mark was responsible for all aspects of monthly financial reporting. Prior to NTT's acquisition of Verio, Mark was Vice President and CFO of the Eastern Region of Verio, a publicly traded Internet company. Additional responsibilities at Verio included financial and operational integration of acquisition candidates, budgeting, and the implementation of financial reporting software. Prior to Verio's acquisition of ClarkNet, Mark was the Chief Financial Officer of Clark Internet Services, Inc. ("ClarkNet") where he was responsible for all accounting, finance, human resource, and administrative functions of the company. Mark began his career at Nemphos, Weber & Co. CPA's where he was a partner.



Adam Zilberbaum – VP of Technology

Adam Zilberbaum brings proven experience in creating and leading companies in the mobility segment and over 15 years in various technology industries. Most recently, he was the founder and CEO of Parking Panda, which he grew to over \$25M in revenue from its founding in 2011. In 2017, Adam led the acquisition of Parking Panda to its largest competitor SpotHero. His proven track record as an entrepreneurial and business minded technologist, along with his depth of experience in the aggregator space, make him an ideal leader to drive continued growth for Oasis and its affiliated companies.



Eric Bradley – VP of Operations & Project Leader

Eric Bradley has been working in the marina business for over 20 years. Over the course of his career, Eric has managed and consulted for 19 marina facilities. During his time managing marinas, Eric managed all levels of operations from maintenance and service to slip rentals and finances. Eric specializes in marina improvements, whether creating new revenue sources and more efficient operations, Eric always leaves a marina in a better state. In addition to managing marinas, Eric has also designed and managed construction and renovation projects for over a dozen marinas in the Mid-Atlantic Region, including a recent \$9M marina renovation in Baltimore. When Eric is not busy managing a renovation project, he is managing fishing tournaments and boat shows. This diverse experience is one of the reasons he was elected the President of the Marine Trades Association of Maryland, where he oversaw legislative decisions, workforce developments and organized events and sponsorships. Eric is now our Vice President of Operations where he is responsible for overseeing major projects, location budgeting and onboarding marinas.



Benjamin Burns – VP of Marketing

Benjamin Burns has been working in digital marketing for over 15 years. Throughout his career, Benjamin has built performance-based marketing teams at Marriott International with a primary focus towards increasing brand awareness and increasing online hotel reservations across associated brands and driving returned value for franchise owners. Benjamin held an executive leadership role at The Bozzuto Group, an experience-focused commercial real estate company (\$15 billion portfolio value, over 76,000 residences) responsible for constructing customer acquisition frameworks, marketing analytics, and marketing operations, covering over 250 websites. Also, Benjamin was responsible for creating a bespoke digital marketing framework to grow three venture-backed marketplace start-ups, LivingSocial, ParkingPanda and CircleBack, two of which have been acquired. Focusing on the customer's journey, driving brand value, constructing scalable marketing performance solutions and relying on analytics, is why Benjamin, has joined as Vice President of Marketing.



Paul Goldsholl – Human Resources Manager

Paul brings 8 years of HR experience in the fields of Talent Acquisition, Training and Leadership Development to the team. Throughout his career he has designed leadership programs for over 5,000 employees nationwide and onboarding/compliance programs for more than 15,000 associates to date. Paul also brings 5 years of operations leadership to the Oasis team from the hospitality industry with large hotel brands including Loews, Westin, and Hyatt. Paul focuses on incorporating operations feedback from all levels of leadership and operations. From this feedback, Paul continually evolves training programs to improve on items such as workflows and compliance.

**Dawn Voorhees – Corporate Controller**

Dawn joined Oasis Marinas in October 2017 as Corporate Controller. She is a dynamic leader with over 25 years of solid and progressive experience in accounting, finance and treasury management in the hospitality and service industries. As Corporate Controller, Dawn oversees accounting with a focus on developing a scalable accounting infrastructure that includes systems, staff development, establishing policy and internal controls to support the growth of the company. In addition, Dawn oversees our client accounting services and is responsible for developing new client on-boarding process. Previously, Dawn was the Controller and Director of Treasury for Towne Park, Ltd. where she provided leadership and direction to the Accounting Operations team and had an integral role in contributing to the growth of the company for over 14 years.

**Brian Arnold – VP of Business Development**

Brian has 23 years of sales, business development, customer service and operations experience. In this time, he has worked in telecommunications, real estate, hospitality management and marina business development. Brian is also a USCG licensed master, lifelong boater and loves cruising, water sports and traveling.

**Jat Talton – VP of Marina Development**

Jat is a second-generation General Contractor, holds a Bachelor of Science in Construction Management from East Carolina University and has over \$1.5 billion in construction management experience. Jat has design and construction knowledge of both vertical and horizontal real estate development. Collectively, Jat has overseen the design and construction of over 150 marinas across North America. Jat prides himself on adding value to all projects by protecting the Owner's investment and driving projects to completion while maintaining quality, budget, schedule and customer satisfaction.

**Jim Bronstien – Market Partner, Marina Business Advisors**

Jim Bronstien has been a fixture in the South Florida community and Marine Industry for 30 years with an extensive background and familiarity with the entire marina landscape in all of Florida. In 2006, Jim started Marina Business Advisors/US Marina Group and is now a Managing Partner with Kevin Quirk. Previously, Jim presided over the famed company Rybovich, as both owner and president, for 20 years until selling the company in 2005. Jim is a long-time member of Palm Beach County's Tourist Development Council and chairs the finance committee in charge of all bed tax dollars, so he is well versed in tourism initiatives throughout Florida. Additionally, Jim was one of the founding members to start the Marine Industries Association of Palm Beach County and was a long-standing executive board member of the Marine Industries Association of Florida.

**Kevin Quirk – Market Partner, Marina Business Advisors**

Kevin Quirk has extensive knowledge in marina design, layouts and function. Based out of Ft. Lauderdale, Kevin has been a Managing Partner with Marina Business Advisors/US Marina Group since 2018. Previously, Kevin spent 10 years with full oversight of the renowned Bahia Mar marina and hotel property, including a complete transformation of that facility to a megayacht marina. Among his accomplishments, Kevin spearheaded long-term contract negotiations for the Bahia Mar to host the Ft. Lauderdale International Boat Show. Kevin also spent 12 years as Vice President of Blackstone Group's LXR Marina division with full oversight of 8 marinas throughout Florida.



Section 3

Scope of Work

The Oasis Marinas Approach

At Oasis Marinas, our approach is service excellence, attention to detail and operations efficiency. From the moment the Oasis team begins managing a new marina, our team focuses on these key areas: hospitality standards, staffing and training, maintenance needs, marketing initiatives and technology enhancements. ***For Fernandina Harbor Marina, we will focus on transient customers, revenue growth and high-touch customer service.***

Hospitality & Amenities

Oasis Marinas will always place customer satisfaction at the top of the list. Our team will transform the outlook of the marina with amenities, dockside service and a high-touch customer service approach. We understand that our team will be the first interaction with those coming to Fernandina Harbor Marina, and the first impression is key to the overall experience of the boaters while visiting Fernandina Beach.

Detailed Maintenance

Oasis Marinas is all about planning and organization. Our team will implement our Master Plan in accordance with the Scope of Work and Draft Contract to create a more efficient and profitable operation. This is done both to ensure everything is in working order for the customer as well as to eliminate any safety risks.

Staffing & Training

Oasis Marinas is fanatical about our standards for hiring and training. Only the best people are hired and trained with the goal of providing each marina exceptional service.

Marketing

Oasis Marinas will make it a priority to provide the marina guests an interactive experience to draw in more boaters. Our marketing team will use online and local direct marketing channels, backed by our major industry partners, to increase the exposure of the marina.

Technology

Oasis Marinas will manage all accounting and payments for Fernandina Harbor Marina using our marina management system. We will also improve technology with our online reservation software, backed by leading industry partners.



Scope of Work

A. Operate, supervise, manage, and maintain the Marina daily.

Oasis Marinas will operate, supervise, manage and maintain the marina daily according to the requirements in agreed terms of the draft contract.

At Oasis Marinas, we aim to provide high-touch customer service and attention to detail in our operations. Our attention to detail shows in our well-maintained equipment and facilities. Our functions at a facility like Fernandina Harbor Marina will typically include collection of revenues, staffing, general housekeeping, non-capital repairs, cleaning and sweeping of debris, trash removal, maintenance of light fixtures, maintenance of directional and informational signs, and maintenance of electrical, mechanical, and marina equipment systems, etc.

To ensure close attention to detail, our managers complete daily inspections of our properties and follow up on areas that need attention. Our expectation at our marinas is that all areas of the project are in perfect working order. To accomplish this operationally, we “inspect what we expect.” Our managers conduct daily walkthroughs of the operation. For legally compliant operations and maintenance items, our managers conduct their inspections and record their data in a site-specific tracking mechanism on our centralized repository. This information is monitored regularly and reported according to Federal, State and local requirements. The items for attention become the task lists for our maintenance teams. The results of the audits are used to grade the performance of our management team. This cyclical rhythm enables us to ensure the highest quality product at our marinas.



B. Hire, train and supervise marina staff. These individuals will be employees of the contractor.

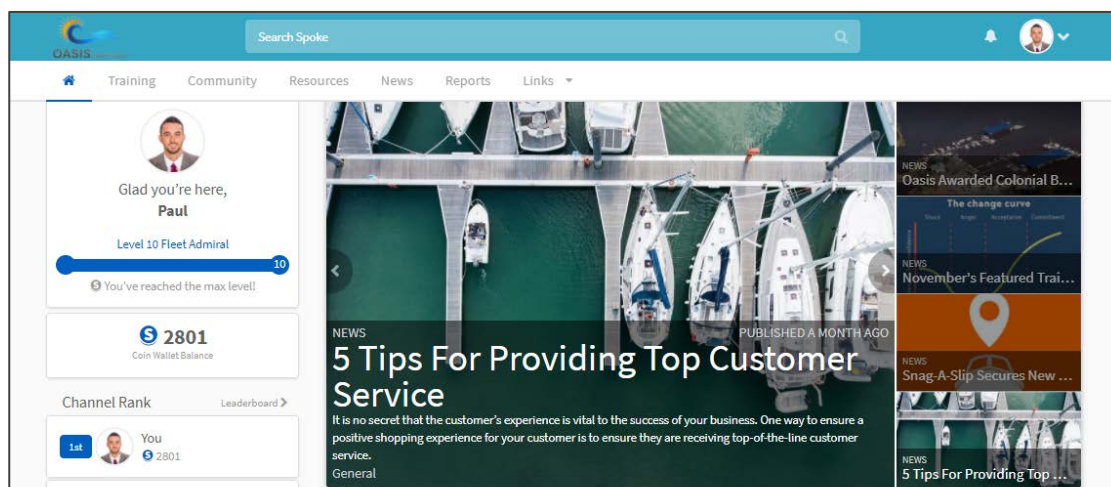
With our “hire for attitude, train for skill” approach, brand standards, training and hospitality experience, we confidently promise to Fernandina Harbor Marina Five Diamond, hospitality focused marina management services that will rival any luxury hotel in the world. Excellent customer service begins and ends with great people. A smiling face and a helpful hand immediately set the tone for a guest’s experience onsite, and we are diligent in how we source, hire and train our teams. Using a combination of online assessments and in-person auditions, we identify and test candidates to determine if they have a genuine interest in serving others. Once hired, we support them with a robust training program designed to not only give them the skills they need, but to also create a culture of professional growth.

Our cutting-edge Learning Management System has more than 100 courses for team members, covering topics such as marine safety, coaching, time management, public speaking and personal wellness. We even use gamification within the system to encourage engagement, with members earning badges and rewards as they pass our courses! Training will cover the following topics and delve deeper into each segment as it directly correlates to this operation’s requirements.

Leadership skills
Boat operations
Customer service

Problem solving skills
Maintenance & winterizing
Safety and first aid

Emergency management
Hurricane preparedness
Environmental management



C. Implement a dress code and provide on-site personnel with uniforms and name tags to be worn at all times while on duty.

We require a set of established brand standards for cleanliness, uniformity, personal appearance and marina appearance. As Oasis Marinas will be operating all aspects of the marina experience, the service associates will work in unison to deliver a smooth, seamless appearance and transition via uniforms, posting positions, radio communication, customer name recognition, texting services and intensive training to guarantee the guests are greeted and assisted to satisfy all of their needs.

D. Maintain experienced staff and management for marina operations.

The Founder and CEO of Oasis Marinas, Dan Cowens, created our company to provide boat owners with high-touch customer service and marina owners with exceptional management standards. In order to provide an unmatched experience, we employ and train only the best people

in the industry. The Oasis difference is found in our strategies and training; we train in marina service quality, facilities maintenance, marine industry marketing, safety/risk management, technology and high-touch customer service.

E. Solicit, negotiate, prepare, administer and manage licenses, occupancy agreements, marketing agreements and service contracts (including, without limitation, engineering, telephone, security, and exterminator services), staffing and personnel needs, and other services which are reasonably necessary for the Marina's facilities.

Successfully managing great vendors is critical to a property's success. We understand that organizing contracts and vendors can be stressful and time consuming. As part of our holistic management approach, Oasis Marinas will negotiate, support and manage all executed and effective contracts, licenses and agreements that you have with your various vendors and partners. Oasis Marinas will provide project management and contract negotiation to act as the liaison between site vendors and the City. Our contract and agreement services include:

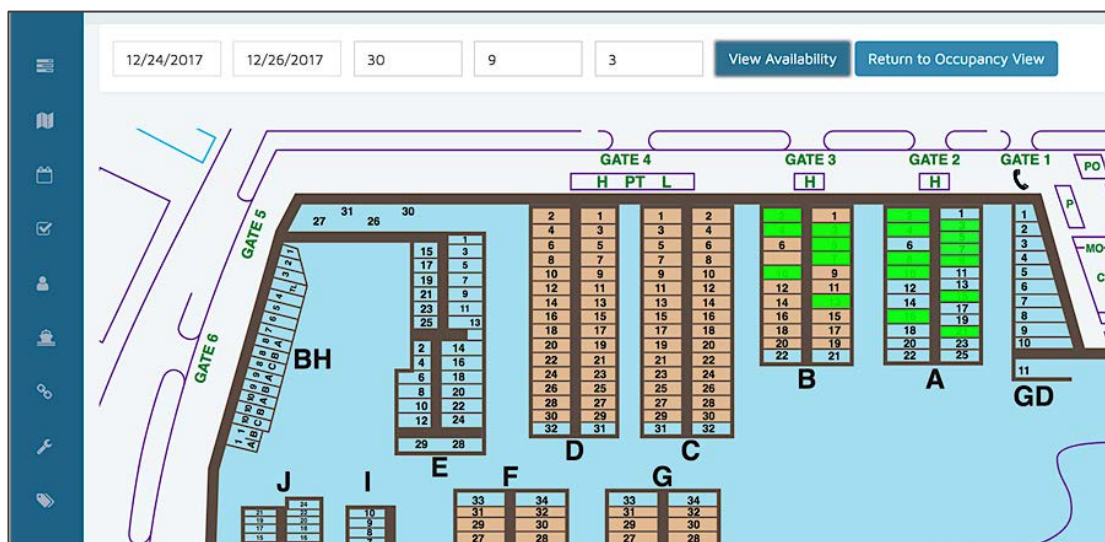
- Cost benefit analysis & materials sourcing
- Project management
- New product offerings
- Partnership development
- Negotiation
- Contract review & management
- Service level agreements

F. Collect and manage all payments for services and related deposits.

Oasis will track collection of rents, deposits and other related fees as applicable through our marina management system software, which will allow our team to bill and collect all payments for goods and services as required by the draft contract.

G. Administer slip assignments.

Oasis Marinas will manage the marina slips and track all slip rental occupancy levels in real-time through our marina management software. This software delivers advanced cloud-based tools that allows our operations managers track the marina in real time, run reports and book reservations. The sample below demonstrates the dashboard view of the marina software, but we would be happy to provide a full demo upon request.



H. Administer evictions and remove abandoned vessels.

Our management team will monitor delinquencies and unauthorized occupancies and enforce all applicable laws as necessary to ensure the marina operation is efficient and successful and in accordance with the draft contract.

I. Account for and report on Marina financial operations. Ensure that an appropriate dockage reservation system and accounting system is in place and that it has capabilities to export results of operations in a format compatible with the City's financial management system.

With Oasis Marinas, Fernandina Harbor Marina will gain a professional accounting and forecasting team. At the site level, Oasis Managers are trained in budgeting, which allows our onsite team to be more in-tune to operational needs in real-time. Each of our properties undergo monthly budget reviews by our corporate office, followed up by quarterly and annual reviews. Oasis managers regularly perform location forecasts and will provide a financial reporting packet for the appropriate City personnel in accordance with the draft contract requirements.

The marina management software, reservation software and the accounting software that Oasis Marinas uses allows our team to track and report the operation in great detail with control and efficiency.

J. Prepare and implement annual Health and Safety Plan and Facility Maintenance Plan.

With Oasis Marinas, the City will receive a marina management team with superior industry knowledge and practices, which we have developed in our Standard Operating Procedures Manual. The Oasis SOP manual is an in-depth and daily resource tool for our team members that includes but is not limited to boat docking procedures, opening/closing routines, emergency response preparedness, health and safety, appearance standards and maintenance inspections.

Fernandina Harbor Marina needs a proven team that can budget and execute the vision for the marina. The Oasis Facilities Master Plan will help articulate the vision and align investments when needed. With a professional and metrics-driven approach, we can help you plan, operate and maintain your property to facilitate maximum life at the least amount of cost. Oasis Marinas, along with its industry partners, will ensure your facility and operations are green, efficient and in compliance with all regulations.

Oasis will implement our SOP Manual that will cover all daily operational, maintenance and safety items in accordance with the requirements of the draft contract.

K. Implement the Marina's hurricane plan.

One of the greatest threats to a marina is a hurricane. Fortunately, modern forecasting enables us to be thoroughly prepared for these events so that we can prioritize our customers' and employees' safety. Oasis Marinas maintains a comprehensive Emergency Procedures Plan within our SOP Manual, which will include a custom Hurricane Plan for Fernandina Harbor Marina. Staff members will be trained on safety and emergency procedures during a hurricane. Some areas of interest covered in our hurricane and severe weather plan include emergency contacts, vessel owner action plan, facility evacuation plan and hurricane watch and warning checklists to secure the facility and vessels.



L. Administer a customer service program for the Marina.

First Impressions

First impressions are critical, and we are obsessive about our presentation. The backbone of Oasis Marinas is enriching the guest experience to provide effective communication for boater arrival, departure and everything in between. We require a set of established brand standards for cleanliness, uniformity, personal appearance and location appearance; however, the best strategy for inspiring loyalty and return visitation is to consistently provide excellent customer service. For this reason, Oasis Marinas is heavily focused on the customer experience from the moment guests reserve a boat slip or walk through the door until they leave the property.

Continual Improvement

In order to enrich the guest experience further, we measure customer experiences at our marinas and use that for process and service improvements. At the conclusion of their stay each boater receives a digital survey. Our team gathers the survey feedback and uses the results to focus on improvement areas. Oasis properties consistently score ten points higher than our competition, and this feedback loop is how we ensure continual improvement. Additionally, our operations team has the ability to adapt to the ever-changing needs of our customers based on economic change, environmental circumstances or health emergencies. *For example, we have already adjusted our customer service and operational plans at our sites to cater to COVID-19 needs and precautions.*

Our Methods

Whether an online boat slip rental system, provisions delivery, social event or online reputation management Oasis ensures a high level of customer service through implementation of Five-Diamond service standards, “bow to bye” service, learning management system (LMS) courses and mystery shopper programs.

Five Diamond
Service Standards

“Bow to Bye” Service

Learning Management System
Customer Service Courses

Mystery Shopper Program

Dynamic

Flexible

Proactive

M. Prepare and implement advertising, promotional activities, and marketing plans.

Lifecycle Performance Marketing

Ensuring you partner with the best management company who can provide the most impactful marketing and media outreach is paramount to fuel the future growth and success of Fernandina Harbor Marina. Oasis Marinas is the best match in the industry. Our marketing performance team brings major industry partnerships and experience where we can guarantee elevated exposure for your marina. In addition to the direct marketing budget for Fernandina Harbor Marina, every Oasis Marinas property receives over \$50,000 per year of in-kind marketing.

Oasis Marinas' marketing performance experts will develop a holistic lifecycle marketing strategy and will apply the resources necessary for execution. Before developing a comprehensive marketing strategy, our team analyzes the market's current activities, local market conditions, customer feedback, website optimization and what we call the BJM - Boaters Journey Map, which prescribes individual touchpoints along the boaters path from planning their destination, reserving a slip, time during stay, through to departure and return. We focus on the complete customer journey, not just a singular point, which makes Oasis a remarkable fit in managing your marina.

The Marketing Lifecycle



Image Source: <https://expresswriters.com/marketing-lifecycle-vs-sales-funnel-content-marketing-trends/>

Customer Analytics

Today's breed of marketer leads by leveraging data. The Oasis performance marketing team, for example, are Google Analytics certified, which guarantees our ability to infuse insightful customer analytics into our day-to-day marketing strategy. We don't think what could work for your marina, we understand where and what guests want starting from their initial destination search, through to slip reservation, arrival, stay and future return. We are relentless in maximizing our return on marketing while consistently delivering our high-touch personalized service.

Although we build awareness around local events, retail, and custom themed events, etc. on-site to bring local and net new guests from outer markets, we highly consider the attention of the returned visit. Our consumption of guest information allows us to build targeted and timely marketing content which will inspire guests to return. By identifying who our loyal customers are, we can invite them to an internal social influencer program to aid in spreading the word and virality across their network of boaters. Data strengthens our marketing strategy, drives efficiencies and delivers value to both the bottom line and our guests.

Lifecycle Marketing Channels



Marinalife Magazine Promotional Platform

Marinalife connects boaters and marinas through its comprehensive website, quarterly lifestyle magazine and travel tools including trip itineraries and online marina reservations. With this industry-leading partner as our sister corporation, Oasis has the ability to publish and advertise our marinas to a network of 600,000 Marinalife and Snag-A-Slip users to provide ultimate exposure.



Snag-A-Slip Online Transient Reservations

Oasis Marinas has many partners throughout the industry. Our primary booking partner is our sister company, Snag-A-Slip. Together, Marinalife and Snag-A-Slip have a network of over 700 marinas and 600,000 users.



Snag-A-Slip is the industry-leading free online boat slip reservation platform that allows boaters to explore marinas and search for slip availability based on travel dates, length, beam, draw and power requirements. It is also the most highly rated platform by customers and a trusted source of information from Google based on their ranking system. Boaters can pick their preferred marina after reviewing amenities, location, and availability – and then book immediately with ease and confidence! Snag-A-Slip benefits include:

- Boost visibility – free profile highlighting property and amenities
- Increase revenue – increase exposure
- Hassle-free management – markets, books and manages inventory in real-time
- Dedicated assistance – customer service, regular contact and surveys
- Access more – cruising groups, yacht clubs and rendezvous

As guests book their slip, we are able to leverage data i.e. type and size of boat, originating zip code, email address, and more to further enrich and customize their marketing lifecycle strategy i.e. email, content, offers etc. opposed to the generic one size fits all marketing that many deliver today.



EXPLORE.

Find and explore marinas from Canada to the Caribbean.



BOOK.

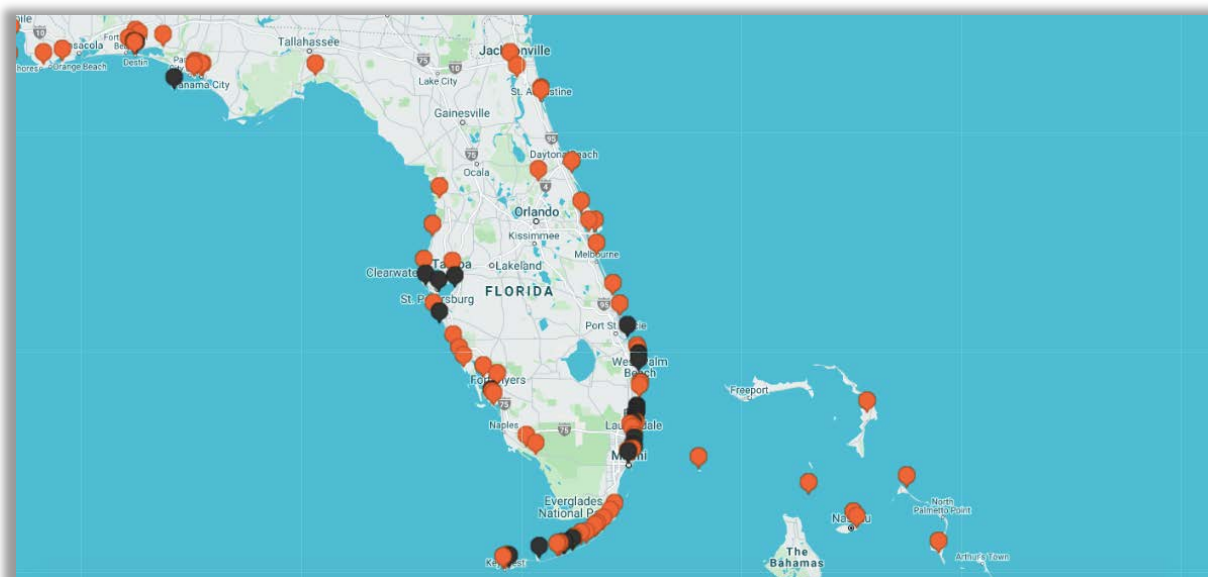
Snag your boat slip or mooring easily using our online reservation system.



BOAT.

Get underway with confidence and enjoy your destination!

Snag-A-Slip in Florida



N. Design, maintain and update City Marina web page to incorporate the use of a variety of popular social media links (all information shall be property of the City).

Oasis exists to improve customer satisfaction and fill a service gap in the marine industry with our propriety high-touch customer service. We view our marina websites as one of the first guest touch points. As such, our marketing team develops personalized, informative and visually appealing websites for each of our marinas that immediately sets the tone and draws the customer in for an experience of Five Diamond service.



O. Purchase, in accordance with the approved operating budget, all equipment, tools, appliances, materials, and supplies reasonably necessary or desirable for the care, maintenance and operation of the Marina.

Each year during the annual budget meeting, our manager presents proposed operating expenses as well as projected major purchases or major maintenance items to be approved by the City Manager. Once the budget is approved, Oasis manages the purchases within the limits of the budget throughout the year. For operations costs or major purchases that exceed the budget, the manager will seek approval from the City Manager as necessary prior to purchase. Throughout the year, Oasis will regularly communicate through weekly status updates and monthly financial reviews regarding financial performance and operational updates.

P. Operate a full-service marina facility in a manner to maximize occupancy and revenues for the Marina.

Our team works towards a solution that creates a significant impact to the marina's success as well as compliment the community. Our previous experience highlighted in this proposal is a testament to our success in revenue and occupancy maximization.

Oasis Marinas stands out in the marina industry as a marina management company with highly trained staff and metrics-driven processes. At all of our properties, Oasis Marinas builds a 3 to 5-year Master Plan in our first year of operation. Building this Master Plan allows us to substantiate our assumptions with performance and data collection in order to provide not only a plan but also a solution. Our managers use competitive analysis and financial forecasts to foster growth and customer loyalty in current revenue streams and to search for opportunities for new revenue streams. Once the data is collected, we have detailed systems in place to measure and track the marina's performance in the market.

Q. Provide a wide array of services and improve the level and variety of services available for the benefit and enjoyment of the Marina occupants and the boating community.

Your customers expect a memorable experience when they visit your property—one that offers a sense of comradery and community. The services at Fernandina Harbor Marina must be incomparable with surrounding marinas in order to attract new customers and retain loyalty. Creating this atmosphere is an ever-changing process and just happens to be our specialty. A cornerstone of the Oasis experience is a fun, social and consistent customer experience. We believe that if boaters are having a great time at your marina, you will as well. Oasis Marinas will operate all aspects of the marina operation with the goal of service excellence including annual and transient dockage, mooring field, fueling, the boater's facility, resort amenities and any other service we believe will attract the boating community in Fernandina Beach.

R. Protect the City's capital investment in the Marina facilities through the exercise of high standards of management, operation, and maintenance.

Oasis Marinas sets the bar high in our standards for service and operations. We will manage the Fernandina Harbor Marina as if it were our own asset with the City's best interest at mind.

S. Act as the sole and exclusive managing agent of the City to manage, operate and maintain the Marina facilities.

Oasis Marinas offers the City peace of mind by acting as the exclusive managing agent and contact for the City. Our management team will manage the entire marina entity to include daily marina operations, staffing and training, facility maintenance, marketing, customer service and any other marina operating responsibility in the draft contract.

T. Establish and adjust fees, prices, rates and rate schedules for use of the Marina facilities and all licenses, agreements or contracts and any other commitments for the Marina's facilities.

Each year our team completes a competitive analysis outlining the marina services, slip sizes, amenities and rates alongside the corresponding information for the competitive set of marinas in the area or region. We use this as our guide to adjust rates and services in order to be the most competitive and attractive marina in the market. The marina manager will seek City approval before any rate changes are implemented.

U. Use diligent efforts to cause all users of the Marina's facilities to adhere to posted Marina rules; strictly enforce such rules; and, comply with such rules.

All annual boaters will be provided with the marina rules and regulations with their slip agreement, and transient boaters are required to agree to the marina rules and regulations at point of purchase. Additionally, all boaters are required to provide certificates of insurance with \$500,000 in liability insurance and hull insurance for the vessel's value. Slipholders are also required to name the marina, the marina owner and Oasis Marinas as additionally insured.

V. Ensure that the conditions specified in the grants used to fund the Marina's construction are adhered to without exception.

As a veteran-owned company, Oasis supports public entities and works alongside our clients to coordinate with governmental agencies at all of our marinas. Oasis Marinas is experienced in administering public grants, and our Vice President of Operations is well-versed in operating under grant requirements. Some of our properties are public/private partnerships, where we coordinate directly with government agencies to manage capital projects, large events, certifications, permits and grant requirements. Oasis Marinas will act as the City's liaison with grant management and ensure all grant conditions and restrictions used for the marina construction are implemented.

W. Work in cooperation with City staff to ensure the Marina's smooth operations.

Our vision is to provide exceptional service levels in order to revitalize the City's Marina ecosystem and reestablish the marina as a premier boating destination. Our management team has years of experience working with municipalities in facilities management and coordinating with public entities. Oasis Marinas brings together experts in marina management and the hospitality industry to offer world-class service and metrics-driven operations. Our marina manager will work in concert with the City Manager and will provide regular marina updates each week to encourage full transparency and smooth operations.

X. Work specifically with the City Finance Department, as required, to develop and manage financial operations and financial reporting.

We believe strong, transparent and regular communication is important to the success of the property and our relationship. To that end our local managers communicate the relevant weekly financial data, project status and key elements of the operation to ownership in a document that we call our "Proof of performance" (POP) document. This report is customizable to the owner's needs. Our marina management and accounting tools allow our team to track the site's financial progress each month and provide our team with the ability to generate detailed reports.

Y. Implement the Marina's approved budget.

Once approved, Oasis will implement the annual budget in accordance with our operations plan for staffing, marketing, supplies and maintenance goals to address accordingly throughout the year.

Z. Schedule, coordinate, facilitate, attend and serve as City representative for all meetings of the City's Marina Advisory Board.

The Oasis Marina's location manager will serve as the City representative for all marina meetings as needed.

Transition Plan Approach

The Oasis Critical Path

From the moment Oasis Marinas and the City reach an agreed contract our team begins our critical path transition process. This process focuses on over 400 task list items within these key areas: general operations, facilities setup, staffing, safety assessment, maintenance needs, emergency plans, supplies and retail, insurance, accounting, human resources, marketing and technology.





Exhibits & Addenda

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: Oasis Marinas

Federal Taxpayer ID: 42-3454235

Mailing Address: 125 West Street, Suite 201

City, State, & Zip Code: Annapolis, MD 21401

Telephone: 410-703-4737 **Fax:** _____

Email: brian@oasismarinas.com

Submitted By: Brian Arnold

Title: Vice President of Business Development

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Dawn Voorhees **Title:** Corporate Controller

Email Address: accountspayable@oasismarinas.com **Phone:** 410-741-3773

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities.
2. This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St., Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Brian Arnold and my relationship to the entity named above is VP of Business Development
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

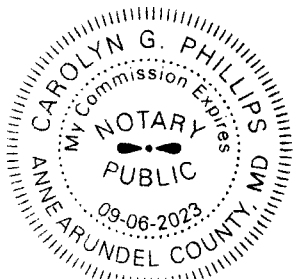
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

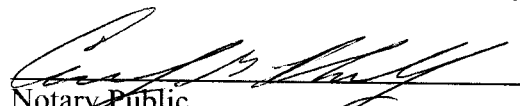
- ☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- ☐ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- ☐ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

 4/27/2020
Signature Date:

Maryland
STATE OF ~~FLORIDA~~
COUNTY OF *Anne Arundel*

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided MD DRIVERS LICENSE as identification.




Notary Public
My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Oasis Marinas, LLC

CITY: Annapolis STATE: MD ZIP CODE: 21401

SIGNATURE:  PHONE: 410-703-4737
VP of Business

NAME (TYPED OR PRINTED): Brian Arnold TITLE: Development

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: 2020-02

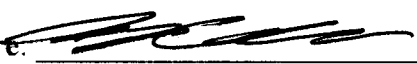
Project Description: Management and/or lease of marina facilities

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Brian Arnold / Oasis Marinas

Authorized Signature: 

Title: Vice President of Business Development

Date: 4/27/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Brian Arnold Title: Vice President of Business Development

Signature:  Date: 4/27/2-20

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities

This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St, Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

MARYLAND
STATE OF FLORIDA
COUNTY OF Anne Arundel

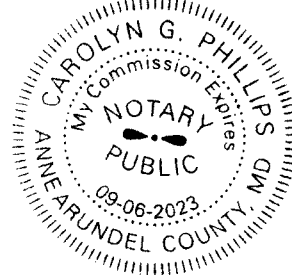
[Signature] 4/27/2020
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020, and is personally known to me, or has provided MD Drivers License as identification.

[Signature]
Notary Signature

My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for managing marina facilities

This sworn statement is submitted by (entity) Oasis Marinas, LLC whose business address is 125 West St., Ste. 201, Annapolis, MD and (if applicable) Federal Employer Identification Number (FEIN) is 42-3454235 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Brian Arnold and my relationship to the entity named above is VP of Business Development

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Maryland
STATE OF ~~FLORIDA~~
COUNTY OF Anne Arundel

[Signature]
Signature

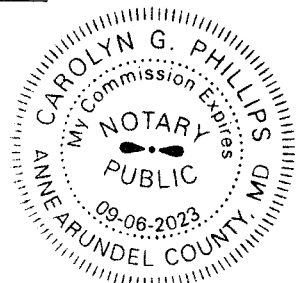
4/27/2020
Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27th day of April, 2020 and is personally known to me, or has provided MD Drivers License as identification.

[Signature]
Notary Signature

My Commission expires: 9-6-2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Oasis Marinas, LLC

Firm

4/27/2020

Date



Authorized Signature

Brian Arnold, VP of Business Development

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 3
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 3

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.3 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 4
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 4

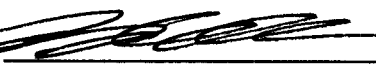
The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.4 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 5
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 5

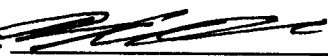
The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.5 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Brian Arnold **TITLE:** VP of Business Development

ADDRESS: Oasis Marinas, LLC - 125 West Street, Suite 201

CITY: Annapolis **STATE:** MD

AUTHORIZED SIGNATURE:  **DATE:** 4/27/2020



Financial Proposal

Fee Proposal

Annual Management Fee of \$48,000
(approximately \$47,000 annual savings to the City)

Incentive Fee of 1.5% Revenue

Initial term of 5 years with annual renewal options

Oasis Marinas Featured Locations:

HARBOR EAST
MARINA



THE YARDS
MARINA



NATIONAL
HARBOR
PENDRY



PINEY NARROWS
YACHT HAVEN
CHESTER, MARYLAND

The
WHARF
MARINA



Featured in:

Chesapeake Bay
BOATING ACCESS BEST

SpinSheet
CHESAPEAKE BAY SAILING

marinalife
ENHANCING YOUR YACHTING LIFESTYLE

THE BALTIMORE SUN

Association of
Marina Industries

ProTalk

BALTIMORE
BUSINESS JOURNAL

DOZIER'S
WATERWAY
GUIDE
THE SAILING
AUTHORITY

Our System.
Your Marina.
Everyone's **Oasis.**

Proposed Operating Pro Forma

Oasis Marinas is confident that we can provide the marina operations at Fernandina Harbor Marina with substantial financial, operational, and service improvements from any other operator based on our track record of revenue improvement success across our entire portfolio.

**Fernandina Harbor Marina
Annual Proposed Budget
Oasis Marinas, LLC**

	2021 Oasis Projected
External Revenue	
Water Revenue	
Slip Rentals - Permanent	\$ 210,000
Slip Rentals - Transient	\$ 585,000
Slip Rentals - Transient Non Taxable	\$ 57,000
Moorings Taxable	\$ 32,500
Electricity	\$ 18,000
Gasoline/Fuel - Diesel	\$ 776,250
Gasoline/Fuel - Gas	\$ 225,000
Gasoline/Fuel - Diesel Non Taxable	\$ 5,850
Gasoline/Fuel - Discounts Diesel	\$ (8,142)
Gasoline/Fuel - Discounts Gas	\$ (738)
Land Revenue	
Business Rentals	\$ 25,000
State Grants	\$ 200,000
Other Revenue	\$ 600
Transfers in from General Fund	\$ 300,000
Total External Revenue	\$ 2,426,320
Cost of Goods Sold	
Fuel for Resale	\$ 699,376
Total Cost of Goods Sold	\$ 699,376
Expenses	
Payroll Expense	
Total Gross Payroll	\$ 228,804
Payroll Taxes and Employee Benefits	\$ 73,217
Total Payroll and Benefits	\$ 302,021
Other Expenses	
Audit	\$ 5,000
Bank & Credit Card Fees	\$ 30,806
Computer Services	\$ 6,000
Communications	\$ 2,400
Communications - Internet	\$ 10,900
Debt Service - Interest	\$ 481,482
Dues & Subscriptions	\$ 825
Insurance	\$ 65,004
Janitorial Supplies	\$ 2,400
License & Permits	\$ 1,200
Management Fee	\$ 48,000
Marketing Expense	\$ 24,000
Office Supplies & Equipment	\$ 3,600
Outside Services	\$ 12,000
Payroll Processing	\$ 1,800
Postage	\$ 600
Rents	\$ 3,000
Repairs & Maintenance Buildings	\$ 30,000
Repairs & Maintenance Equipment	\$ 7,000
Moorings Field Repairs	\$ 18,000
Signage	\$ 2,400
Supplies & Equipment	\$ 30,000
Uniforms	\$ 1,200
Utilities - Electric	\$ 41,225
Utilities - Water & Sewer	\$ 30,025
Total Other Expenses	\$ 858,867
Total Operating Expenses	\$ 1,160,888
Net Operating Income	\$ 566,056

Proposed Staffing

At Oasis Marinas, providing the correct level of staffing to match each operation's demands is our specialty. The quality of service depends on two major areas: proper level of staff and proper training of staff. Oasis Marinas will manage the marina operations at Fernandina Harbor Marina with high-touch customer service that provides premium marina services and support. The following summarizes our staffing plan for the Fernandina Harbor Marina.

Salary Employees	Type	Season	Weekly Hours
General Manager	Full-time	Jan - Dec	40+
Regional Manager	Part-time	Jan - Dec	As Needed

Hourly Employees

Dockmaster	Full-time	Jan - Dec	40
Marina Service Associate (MSA)	Full-time	Jan - Dec	120
Seasonal MSA	Full-time	Seasonal	32-40
Safety Officer	Part-time	Jan - Dec	2
Clerical/Office	Full-time	Jan - Dec	40

Corporate Oversight

Marketing	Part-time	Jan - Dec	4
Accounting/Admin	Part-time	Jan - Dec	4

Thank you!



Dan Cowens
Chief Executive Officer
125 West Street, Ste. 201
Annapolis, MD 21401
(443) 336-7007

Dan@oasismarinas.com
www.oasismarinas.com



Brian Arnold
VP, Business Development
125 West Street, Suite 201
Annapolis, MD 21401
(410) 703-4737

brian@oasismarinas.com
www.oasismarinas.com

Industry Partners



Our System.
Your Marina.
Everyone's **Oasis.**



CITY OF FERNANDINA BEACH RFP #2020-02

Safe Harbor Marinas' RFP Response

City of Fernandina Beach
Attn: City Clerk's Office –
RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

SH Marinas, LLC
14785 Preston Rd
Suite 975
Dallas, TX 75254



Section 1: Cover Letter

Jason Hogg
Chief Investment Officer
Safe Harbor Marinas
14785 Preston Rd #975, Dallas, Texas 75254
jhogg@shmarinas.com
O: (972) 331-6643

4/29/2020

City of Fernandina Beach
Attn: City Clerk's Office – RFP #2020-02
204 Ash Street
Fernandina Beach, FL 32034

Re: RFP #2020-02 Managing and/or Leasing Marina Facilities

Dear Evaluation Committee,

I, Jason Hogg, am authorized to make representations on behalf of Safe Harbor Marinas ("Safe Harbor") and submit herewith Safe Harbor's response to the City of Fernandina Beach's Request for Proposal ("RFP") for the opportunity to enter into a long-term lease to develop and operate the Fernandina Harbor Marina.

In just under 5 years, Safe Harbor has amassed the largest portfolio of marina assets in North America. Backed by our majority shareholders and equity sponsors, American Infrastructure Funds and Koch Real Estate Investments, and supported by additional equity sponsors, Guggenheim and Florida-based Weatherford Partners, we have acquired and operate close to 100 marina assets. Our sponsors have tasked Safe Harbor with continued growth through acquisition and lease, and we have substantial capital to invest in the space.

Safe Harbor has the deepest and most experienced management team in the industry with relevant experience across all facets of marina ownership and operations. While we formed the Safe Harbor entity just over 4 years ago, the management team and the marina companies that now make up Safe Harbor have owned and operated marinas for 30+ years. Our organization is a combination of several long-standing marina portfolios with tenured executive marina management experience that continues to take the marina industry to the next level and deliver a superior boater experience.

In addition to the management team's industry experience and leadership, Safe Harbor has a superb track record of collaborating with municipalities, private investors, investment companies, the US Army Corps of Engineers, the Tennessee Valley Authority, and the Lower Colorado River Authority.



Other partnerships include relationships with the Port Districts of San Diego and Ventura, California, the City of Emeryville, California, the City of Alameda, California, the City of St. Petersburg, Florida, the City of Beaufort, South Carolina, the City of Haverstraw, New York, the State of Florida, and the State of Michigan.

In order to provide the highest level of service for the boaters, residents, guests and the City of Fernandina Beach, Safe Harbor will activate the City's waterfront by offering a best-in-class operator, proprietary marina management software, and continued investment into the marina's success. Inspired by our proven operational prowess within the nationwide Safe Harbor portfolio, our partnership will be a synergy of recreational maritime and visitor-serving uses that will enhance the City's waterfront. We currently own and operate 13 marinas in Florida. Our network of 40,000+ boaters combined with our strong presence in Florida will also lead to increased transient traffic, driving incremental tourism to the City of Fernandina Beach.

Thank you for your consideration of Safe Harbor Marinas. With Safe Harbor at the helm of the Fernandina Harbor Marina, the City of Fernandina Beach will receive the best management team in the industry, a fully realized world-class waterfront and a long-term operating partner that will run the marina district to its fullest potential. We certainly share the City's vision for what the Fernandina Harbor Marina could be, and we look forward to a longstanding and fruitful partnership with the City of Fernandina Beach.

Sincerely,

Jason Hogg
Chief Investment Officer
Safe Harbor Marinas



Section 2: Previous Work

Safe Harbor Cabrillo Isle Marina - San Diego, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Cabrillo Isle Marina, a 400 wet slip marina located in San Diego Bay, in April 2016. The landlord is San Diego Unified Port District, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a percentage rent to the Port District via monthly financial reporting. Safe Harbor is responsible for all operating expenses, including payroll, general and administrative, insurance, repairs and maintenance.

Safe Harbor is required to maintain the marina to the highest standards as set by the California Division of Boating and Waterways. Since taking over operations of the property, Safe Harbor has made extensive capital improvements, such as installation of automatic marina gates, lighting and landscaping, a floating member lounge, building of a kayak & paddleboard launch dock, and installation of PWC & dingy floats.

Safe Harbor Cabrillo Isle is 95% occupied and boaters enjoy amenities such as Papanani's Café, shower rooms, onsite laundry facilities, boating club and rentals, community seating areas and lounges. Safe Harbor Cabrillo Isle is a certified Clean Marina and was recently awarded the coveted international Five Gold Anchor standard.

Property Reference:

Penny Maus

Real Estate Manager- SDUPD

E: pmaus@portofsandiego.org

T: (619) 686-6375





Safe Harbor Ventura Isle Marina - Ventura, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Ventura Isle Marina, a 580 wet slip marina located in Ventura Harbor, in April 2016. The landlord is the Ventura Port District, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a base and percentage rent to the Port via monthly financial reporting. Safe Harbor is responsible for all operating expenses including payroll, general and administrative, insurance, repairs and maintenance. Safe Harbor was required to rebuild slips, which were at the end of their useful life at the time the lease was assigned and recently completed a multi-million dollar restroom installation project.

Safe Harbor Ventura Isle is 85% occupied and boaters enjoy amenities such as lawn games, shower rooms, onsite laundry facilities, kayak and paddle board racks, tender and dingy floats, community seating areas and is the home of the Pierpoint Yacht Club. Safe Harbor Ventura Isle is also a certified Clean Marina.

Property Reference:

Brian Pendelton

General Manager, Ventura Port District

E: bpendleton@venturaharbor.com

T: (805) 642-8538





Safe Harbor Anacapa Isle Marina - Channel Islands, CA

Safe Harbor Marinas assumed the leasehold interest in Safe Harbor Anacapa Isle Marina, a 440 wet slip marina located in Channel Islands Harbor, in April 2016. The landlord is the County of Ventura, and the lease is held on a long term basis.

Under the lease, Safe Harbor is required to operate, maintain and improve the property while paying a base and percentage rent to the County via monthly financial reporting. Safe Harbor is responsible for all operating expenses including payroll, general and administrative, insurance, repairs and maintenance.

Since the assignment of the lease, Safe Harbor has invested in capital improvements such as new marina gates and ramps, public promenade revitalization, installation of low voltage lighting, and an overhaul of the boater facilities.

Safe Harbor Anacapa Isle is 70% occupied, and boaters enjoy amenities such as a clubhouse, pool, Jacuzzi, gym and lawn BBQ areas. Safe Harbor Anacapa Isle is also a certified Clean Marina.

Property Reference:

Mark Sandoval

Harbor Director, County of Ventura

E: Mark.Sandoval@ventura.org

T: (805) 382-3010





Section 3: Professional Backgrounds of Personnel



STEPHANIE MCLAUGHLIN

Florida East Regional Vice President

Mrs. McLaughlin has worked in the marine industry since 2012. She has managed multiple locations within the Safe Harbor family and successfully risen through the ranks to become the Vice President of Florida East. She has managed docks in Plymouth, MA, brokered yachts in New England, managed an active transient marina and service operation on the CT River, and was General Manager at Safe Harbor's Flagship property in Palm Beach, FL.

Stephanie started working at Safe Harbor Plymouth formerly known as Brewer Plymouth Marine. While there, she worked as a Dockmaster in the summers, part of the hauling crew during the shoulder seasons and winter, she moved to the office involving the service operation and accounting. It was during this time she doubled as a Yacht Broker with Brewer Yacht Sales.

She was quickly promoted to manage Safe Harbor Marina's newest acquisition Safe Harbor Essex Island. The 185 slip marina had an aging infrastructure, the company's largest transient operation, a service operation with hauling capabilities and above all else was held to the nuances of operating a marina on a 14 acre Island. During her three years there the vast majority of docks, bulkheads, and upland substructures were replaced.

In 2018, Stephanie accepted the role of General Manager at Safe Harbor Old Port Cove, Safe Harbor's Flagship property in North Palm Beach, FL. In the first year, she increased the marinas' Net Operating Income by 22%, successfully managed a large number of capital improvement projects, and launched a new restaurant from concept to opening in only 10 weeks. Today she leads that same region as Vice President of Florida East.



AUDREY WILLMOT

Vice President Training and Integrations

Mrs. Willmot is a native Floridian, born and raised in Fort Pierce, Florida, the Sailfish Capital of the World. She began her career at Safe Harbor Harbortown (formerly known as Harbortown Marina), a 344-slip marina located on the Atlantic Intracoastal Waterway. She began by working in accounting, but her role grew and she eventually landed in operations serving as General Manager. Audrey devoted the past 15 years to developing the marina into a premier full-service facility, becoming a Clean Marina designation and working with local officials to support environmental effects within the State of Florida and the local community. During that time she managed projects such as dredging, dock construction, \$3.5 million in facility renovations and upgrades to provide first-class amenities for members including newly modernized restrooms, laundry facility, fitness room and a resort swimming pool.



Audrey recently assumed a new role as Safe Harbor's Vice President of Training and Integration to lead the onboarding and training of new team members and the continuing development of existing team members. Her top priority will always be to serve people with true excellence through humility, a willingness to learn, and the pursuit of constant improvement.



PETER CLARK

Vice President of Construction & Development

Mr. Clark has worked in the field of coastal engineering and waterfront development since 2005. He has inspected, designed and overseen the construction of a wide range of coastal, waterfront and harbor structures including commercial and residential bulkheads, seawalls, breakwaters, groins, piers, revetments, and marina facilities.

In addition to construction-related services, Mr. Clark has been integral in the early stages of waterfront development projects. He has been extensively involved in the planning, permitting, and design phases of marina specific projects. Mr. Clark places a premium on a seamless transition between the recreational waterfront and upland complements. This level of experience was gained from his previous involvement with Applied Technology and Management, where he had the opportunity to work on projects throughout the US East Coast, Caribbean, and the United Arab Emirates.

Prior to joining Safe Harbor, Mr. Clark played an integral role in the development of the San Francisco waterfront in preparation of the 2013 Americas Cup. As part of the Clausen Engineers Team, Peter worked directly with Americas Cup Race Management and individual Cup teams to lead the design and entitlements process for Piers 30/32, 27/29, and the Marina Green - Americas Cup Village. This project was unique in that it was to be planned and constructed in a very brief 12 month time frame for which it would then be utilized for an event lasting only 3 months.

Further, it was to provide a hub for three key user groups: Americas Cup teams with capabilities to lift, launch, and service state of the art 72' catamarans; superyachts as large as 300', which were to be berthed directly adjacent to the primary race village; and lastly the thousands of spectators who were to be folded directly into the overall experience. The project was a great success and subsequently the superyacht mooring facility at Pier 27 won the 2014 Wortley Award for innovation in marina design, presented by Marina Dockage magazine and the University of Wisconsin - Madison.



LES KEY

Technical Services Manager

With more than 10 years' experience in the design and construction industry, Les has been praised as a key asset in the integration of the end user into the design process. An Architecture graduate of Texas Tech University with a minor in Interior Design; his time in Lubbock was one that opened his eyes to a solid understanding of technical details and an



appreciation for the craft in design. Through his relationships with local artisans, Les found a talent and appreciation for mill work and furniture design, which follows him to this day.

Attending the Graduate Architecture program at the University of Michigan, Les was introduced to the realm of Digital Fabrication, Theory, and Real Estate Development while working toward a final Master's Thesis focusing on the shift in current real estate trends from known typologies of urban sprawl to pedestrian dominant urbanism.

Following a 2009 guest lecture by Tim Brown, he became intrigued by the concept of Design Thinking. This brought to the forefront the concepts intertwined in his values that Architecture goes beyond the mere construction of a facade; but is a lifestyle of thinking that can be about more than a physical object. It presents a style of approach that more often moves beyond the physical into a complex system of organizational inner workings and relationships.



STEVEN DRISCOLL

Construction Manager

Steve Driscoll joined the Safe Harbor team in 2016 after a seven year career as a Construction Superintendent for JE Dunn Construction. Steve's focus was on healthcare renovations, and he successfully completed over ten projects for Children's Medical Center in Dallas, Texas. He was also an instrumental member of the JE Dunn team on the Our Lady of the Lake Heart and Vascular Tower Addition, a \$121 Million expansion to an existing hospital in Baton Rouge, Louisiana. His experience also included office building renovations and a three story research building with a hardened data center at the University of Oklahoma - Norman.

Upon joining Safe Harbor as Construction Manager, Steve as managed a wide range of projects including leading the reconstruction efforts of damaged assets at five different properties following Hurricane Irma. Steve's duties included interfacing with Safe Harbor's insurance consultants, issuing bid packages and awarding contracts following the hurricane, and then managing the projects onsite as well as remotely. Steve was successful in empowering marina managers to assist in this process. The bulk of Steve's work is preconstruction and construction management of capital expenditure projects. He frequently interfaces with Architects, Engineers, Dock Fabrication Companies, as well as Safe Harbor staff and stakeholders, whose buy-in is critical to the approval and success of these projects.



Section 4: Any Other Information

Revenues & Costs to the City

In an effort to provide the highest level of service for the boaters and residents of Fernandina Beach and to continue to expand the growing Safe Harbor network with first class marinas, Safe Harbor is interested in exploring a long-term partnership with the City of Fernandina Beach. We believe that the City has the best chance of achieving its goal of a thriving marina when the City properly aligns incentives with its marina operator. This alignment is difficult to attain with the current short-term management agreement structure the City has in place today, as a manager has little motivation to invest capital without sufficient lease term to achieve a satisfactory return on investment.

With this stated objective of aligning incentives, Safe Harbor is proposing to enter a long-term operating lease with the City. As consideration for the initial 10-year lease term, Safe Harbor would commit to pay the City an upfront Lease Acquisition Fee of \$1,000,000. In addition, Safe Harbor would agree to fund the remaining construction costs not already covered by federal and state grants to complete the construction underway to install the fuel system, in-water attenuators, docks, and gangways, not to exceed \$2,500,000. Additionally, Safe Harbor would agree to fund certain future capital outlays necessary to maintain the marina's premier facilities of at least \$250,000 in order to trigger each subsequent 10-year lease extension. We recently entered into a similar lease structure with the City of Beaufort, SC, and we believe this structure establishes the best long-term solution for both the City and Fernandina Harbor Marina.

Safe Harbor would continue to fund the maintenance costs of operating the marina in a first-class manner (including operational items A-Z as outlined in the RFP requirements), and Safe Harbor would agree to fund any future capital outlays required to maintain the fuel system, attenuators, docks, and gangways. A plan such as this would free up the City to appropriate funds to other budgetary priorities, as well as provide the City with strong recurring rental payments and a best-in-class operator of the country's largest network of marinas.

The City would receive ongoing revenues from Safe Harbor, the greater of a \$25,000 base rent or a percentage rent tied to the gross profits achieved by the marina (see below Proposed Lease Structure for specific rental terms proposed). This percentage rent structure ensures the City would participate in the upside and revenue growth Safe Harbor is able to unlock at Fernandina Harbor Marina. Furthermore, the City would benefit from increased tourism from Safe Harbor's 40,000+ boaters seeking to stay in-network and use Safe Harbor's Black Card membership discounts as they travel along the East Coast. The City would remain responsible for capital expenditures related to structural and foundational components of the upland facilities (including but not limited to the marina office, member lounge, laundry, restrooms, and ship store facilities), bulkhead repairs, or any remediation for pre-existing contamination at the property.



Proposed Lease Structure

A. Term

- *Initial Term:* Ten (10) year transition and construction period
 - Safe Harbor shall pay the City a Lease Acquisition Fee of \$1,000,000 in exchange for the initial 10-year term.
 - Safe Harbor shall assume full responsibility of the management, maintenance, and operations of the marina and will coordinate a transition plan with the current Marina operator that ensures an orderly transfer of management and a continuation of the construction projects currently underway.
 - Safe Harbor shall fund all investment for anything considered in the water, including all maintenance of docks and attenuators, and the fuel system. Such construction costs shall be the responsibility of Safe Harbor to the extent there remains an unfunded construction shortfall not already covered by federal and state grants. Such construction shortfall shall not exceed \$2,500,000 without written agreement by the parties.
 - The City, at its sole cost and expense, shall maintain and repair/replace in good operating condition the exterior, roof: structural components, operating systems, heating and air conditioning systems, and utilities of all Upland Buildings (Marina Office, Ship Store, Member's Lounge, Laundry & Restroom Facilities)
 - Subject to the City's obligations, Safe Harbor shall maintain the interiors of the Upland Buildings in good operating condition at Safe Harbor's sole cost and expense
- *Extension Terms:* Provided Safe Harbor is not in default under this Lease beyond any applicable cure or grace period, and provided Safe Harbor has expended requisite funds in the form of the Lease Acquisition Fee and unfunded capital expenditures at the Premises, Safe Harbor shall have the right to extend the Term of this Lease for five (5) successive periods of ten (10) years each from the date upon which the Term would otherwise expire upon the same terms and conditions as those herein specified.
 - In order to exercise Safe Harbor's options to extend the Term, Safe Harbor shall provide the City reasonable evidence of Safe Harbor's expenditure of \$250,000 funds for capital expenditures during the prior ten-year period.

B. Rent

- Base Rent – \$25,000 per annum
- Percentage Rent – 10% of Marina Gross Profit, to be increased 1% in each extension period, resulting in a 15% percent rent in the final 10-year period



- Safe Harbor shall pay the City rent equal to the greater of the Base Rent or the Percentage Rent
- Marina Gross Profit defined as marina's net revenues less operating costs

C. Collaboration

- Safe Harbor will collaborate with the City and other key stakeholders during the transition and construction of the marina in order to continue working on the optimal projects for reinvestment into the facilities

Safe Harbor acknowledges there is greater detail and negotiation that the City and Safe Harbor would need to discuss. We welcome the opportunity to meet virtually or in person to discuss our proposal further or to answer any questions you may have. Because of our experience working with a variety of municipal partners, we have the experience to negotiate a custom lease that works for the City of Fernandina Beach and the marina's other key stakeholders. Safe Harbor has a proven track record of following through on our municipal commitments and lease obligations.

Thank you for your consideration of Safe Harbor Marinas as your long-term operating partner. We look forward to discussing our proposal with the City's Evaluation Committee when it is appropriate.



SAFE HARBOR
MARINAS

Reference Letters



VIA U. S. MAIL

October 17, 2019

Ms. Kate Pearson
1450 Harbor Island Drive
San Diego, CA 92101

Dear Ms. Pearson:

Re: SHM Cabrillo Isle, LLC - Cabrillo Isle Marina

We understand that you are submitting for a similar lease in New York for the management of a marina. As part of your submittal, you have asked us to comment on Cabrillo Isle Marina's (CIM) performance with the San Diego Unified Port District.

CIM has operated the marina in a very professional fashion since it assumed operations on December 5, 2015. The District enjoys a good landlord/lessee relationship with CIM. They have maintained the facility in a high standard, implemented environmentally sound best management practices, and continues to meet its obligations under the terms of the lease.

CIM has been a successful operator of the marina as they have continued to increase business since they assumed the leasehold. CIM has made efforts to improve the property and continue to find ways to make the property more attractive and better utilized. CIM is considered a tenant in good standing and has been a model operator of the leasehold.

Sincerely,


Penny Maus
Department Manager
Real Estate

PM/JH/mnh
Enclosures (2)

SDUPPD Doc# No. 1606682

Port of San Diego, 3165 Pacific Highway, San Diego, CA 92101

portofsandiego.org



SAFE HARBOR
M A R I N A S



CHANNEL ISLANDS HARBOR
Ventura County Harbor Department

Mark Sandoval
Director

3900 Pelican Way • Oxnard, CA 93035-4367 • (805) 973-5950 • Fax (805) 382-3015

October 15, 2019

To Whom It May Concern:

Safe Harbor Marinas has been a tenant of the County of Ventura since it acquired its leasehold interest in Anacapa Isle Marina in April 2016. Anacapa Isle Marina is a 425 wet slip marina located in the Channel Islands Harbor on the Pacific Coast of California in Oxnard.

Since the acquisition of that leasehold, Safe Harbor Marinas has proven to be a professional and responsive stakeholder in the community, growing occupancy of the wet slips and enhancing the premises with capital expenditure upgrades. Safe Harbor Marinas consistently makes rent payments in a timely manner and provides all financial reporting per the requirements of the master lease.

Safe Harbor Marinas promotes a safe, environmentally conscious boating experience and encourages access to the waterfront for all.

Sincerely,

Mark Sandoval
Harbor Director, Channel Islands Harbor
County of Ventura



SAFE HARBOR
MARINAS



October 11, 2019

To: Whom It May Concern

Re: *Safe Harbor Marinas*

Safe Harbor Marinas (SHM) acquired the Ventura Port District owned leasehold of Ventura Isle Marina, a 760 wet slip marina, in April 2016.

Since acquiring the leasehold, SHM have shown to be excellent tenants who have made improvements to the marina and have increased the occupancy level.

Additionally, SHM brought the first 'Seabin' to the area, a new technology that vacuums trash out of the water proving their visionary environmental stewardship. SHM also added a boat club which has created a new revenue stream and public access to the marina as well as adding public picnic and game areas to the waterfront.

We would recommend Safe Harbor Marinas for any marina in the state. If you have any questions, I would be happy to share the success we've had with Safe Harbor Marinas.

Sincerely,

Brian O. Pendleton
General Manager

1623 Anchors Way Drive Ventura, CA 93001
Tel: (805) 642-8538 / Fax: (805) 658-2249
www.venturaharbor.com



Current & Recent Dock Rebuild Projects

Marina Name	Project
Safe Harbor Burnt Store Marina	20 x 50ft slips
Safe Harbor Maria Bay	wave attenuator + 700 lf side
Safe Harbor Green Harbor	120 slips
Safe Harbor Newport Shipyard	300ft wave attenuator dock + 16 x 70ft slips
Safe Harbor Island Park	40 x 35ft slips
Safe Harbor Walden Marina	40 x 40ft slips
Safe Harbor Calusa	40 slips
Safe Harbor Lakefront	80 x 35ft slips
Safe Harbor Ballena Isle	60 new slips and mega dock
Safe Harbor Aqualand	50 new houseboat docks
Safe Harbor Harborage	12 new superyacht docks
Safe Harbor Jamestown, Safe Harbor Burnside, Safe Harbor Marina Bay, Safe Harbor Beaver Creek	200 new docks built in total



Section 5: Exhibits

EXHIBIT "A" Contact Sheet

EXHIBIT "B" Public Entity Crimes

EXHIBIT "C" Drug-Free Workplace Certification

EXHIBIT "D" E-Verify Statement

EXHIBIT "E" Proposer Acknowledgments and Agreements

EXHIBIT "F" Conflict of Interest

EXHIBIT "G" Non-Collusion Affidavit

EXHIBIT "H" Dispute Disclosure

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "A"
CONTACT SHEET

Name: SH Marinas, LLC

Federal Taxpayer ID: 82-5299507

Mailing Address: 14785 Preston Rd Suite 975

City, State, & Zip Code: Dallas, Texas, 75254

Telephone: 972-331-6643 **Fax:** 972-406-5221

Email: jhogg@shmarinas.com

Submitted By: Jason Hogg

Title: Chief Investment Officer

FIRM Accepts Credit Cards*: ☒ **Yes** ☐ **No**

Accounting Contact:

Name: Jo Wilsmann **Title:** Corporate Controller

Email Address: jwilsmann@shmarinas.com **Phone:** 972-406-5216

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "B"

SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for RFQ 2020-02.
2. This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd Suite 975, Dallas TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- _____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

 4/29/2020
Signature Date:

TEXAS
STATE OF FLORIDA
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided _____ as identification.



Meagan Kirk Thompson
Notary Public
My Commission expires: 06/03/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Safe Harbor Marinas

CITY: Dallas STATE: TX ZIP CODE: 75254

SIGNATURE:  PHONE: 972-331-6643

NAME (TYPED OR PRINTED): Jason Hogg TITLE: Chief Investment Officer

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA



E-VERIFY STATEMENT

Bid/Proposal Number: REQUEST FOR PROPOSAL 2020-02

Project Description: Request for Proposals (RFP) to parties interested in managing and/or leasing marina facilities in the City of Fernandina Beach, Florida.

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Jason Hogg / Safe Harbor Marinas

Authorized Signature: _____

Title: Chief Investment Officer

Date: 4/29/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sign a binding agreement on behalf of the corporation, company, or firm presenting this submittal, confirms understanding and/or agreement and/or takes exception with any statement in the following sections of this RFP document.

1. INTRODUCTION AND GENERAL INFORMATION
Understands and agrees to all terms.
2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
Understands and agrees to all terms.
3. EVALUATION AND CONTRACT OVERVIEW
Understands and agrees to all terms.
4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
Understands and agrees to all terms.
5. PROPOSER'S RESPONSE: PROPOSED TEAM
Understands and agrees to all terms.
6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
Understands and agrees to all terms.

Name: Jason Hogg Title: Chief Investment Officer

Signature:  Date: 4/29/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd #975, Dallas TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer.

1. The above named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Fernandina Beach.

TEXAS
STATE OF ~~FLORIDA~~
COUNTY OF DALLAS

[Signature] 4/29/2020
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020, and is personally known to me, or has provided _____ as identification.

Meagan Kirk Thompson
Notary Signature

My Commission expires: 06/03/2020

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL



**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 2020-02.

This sworn statement is submitted by (entity) Safe Harbor Marinas whose business address is 14785 Preston Rd #975, Dallas, TX 75254 and (if applicable) Federal Employer Identification Number (FEIN) is 82-5299507 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jason Hogg and my relationship to the entity named above is Chief Investment Officer

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Fernandina Beach, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

STATE OF ~~FLORIDA~~ TEXAS
COUNTY OF DALLAS

 4/29/2020
Signature Date:

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of April, 2020 and is personally known to me, or has provided _____ as identification.

Meagan Kirk Thompson My Commission expires: 06/03/2020
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

**CITY OF FERNANDINA BEACH
REQUEST FOR PROPOSAL 2020-02
MANAGING AND/OR LEASING MARINA FACILITIES**

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES ___ NO x

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___ NO x

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___ NO x

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Safe Harbor Marinas

4/29/2020

Firm

Date


Authorized Signature

Jason Hogg, Chief Investment Officer

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 1

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Jason Hogg **TITLE:** Chief Investment Officer

ADDRESS: 14785 Preston Rd #975

CITY: Dallas **STATE:** TX

AUTHORIZED SIGNATURE:  **DATE:** 4/29/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

1. The RFP opening will be extended until April 30, 2020 at 2:00pm.
2. The budge for this can be found at <https://www.fbfl.us/417/Budget>.
3. Current contract attached.

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

ADDENDUM No. 2

The following changes are applicable to the original RFP documents and specifications of **RFP 2020-02**. This Addendum No.2 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting the proposal. Failure to do so may disqualify the submittal.

Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Jason Hogg **TITLE:** Chief Investment Officer

ADDRESS: 14785 Preston Rd #975

CITY: Dallas **STATE:** TX

AUTHORIZED SIGNATURE:  **DATE:** 4/29/2020

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 2
For
RFP 2020-02 MARINA MANAGEMENT-LEASING

Due to the COVID 19 restrictions, City facilities are closed to the public. Hand Delivered submittals will not be accepted. Only mailed or packaged submissions will be accepted.

LEASE

THIS LEASE (the "Lease") made this 5th day of October 2014, between **the City of Fernandina Beach, Florida**, whose principal address is **204** Ash Street, Fernandina Beach, Florida 32034 (hereinafter referred to as "**Landlord**"), and **Westrec Marina Management, Inc.** a California corporation whose principal address is 16633 Ventura Boulevard, 6th Floor, Encino California 91436 (hereinafter referred to as "**Tenant**").

1. **DEMISED PREMISES.** In consideration of the rents, covenants and Leases hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant rents from the Landlord those certain premises, known as the Dock House Retail, now erected and located at One North Front Street, Fernandina Beach, FL 32034, Fernandina Beach, Nassau County, State of Florida, which premises consists of a floor area of approximately six hundred (600) square feet and outdoor space contiguous to the present building. The premises shall be referred to herein as the "**Demised Premises**". The land upon which the Demised Premises are located is referred to herein as the "**Land**". This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and tenant" only between Landlord and Tenant. The exact legal description is set forth on **Exhibit "A"**.

2. **TERM.** The term of this Lease shall continue ~~be~~, until either party gives the other party at least ninety (90) days written notice of termination,

3. **RENT.**

A. **Base Rent.** For each month under the term of this Lease, Tenant agrees to pay Landlord a Monthly Base Rent for the Demised Premises. The Monthly Base Rent shall be the greater of twenty five hundred dollars (\$2,500) or 25% of the Monthly Gross Retail Sales. Said Base Rent shall be paid in arrears not later than the 10th day of each and every calendar month during said term. In addition to said Base Rent, Tenant agrees to pay the amount of the rental adjustments as and when hereinafter provided in this Lease. Said rental (including Base Rent, Additional Rent and all other sums payable to Landlord under this Lease) shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America, which shall be legal tender at the time of payment, at the office of Landlord or to such other person or at such other place as Landlord may from time to time designate in writing.

4. **ADDITIONAL RENT. Taxes.** Tenant hereby agrees to pay any and all real property taxes and personal property taxes, sales taxes, charges and assessments which are levied,

assessed upon or imposed by any governmental authority or political subdivision thereof during any calendar year of the term hereof with respect to the Land and all buildings, including the Demised Premises, located thereon.

5. **USE OF DEMISED PREMISES.** Tenant's Business. The Demised Premises shall be used and occupied by Tenant for general retail purposes, including the sale of marina related retail items.

6. **OPTION TO RENEW.** Tenant may elect to extend the term of this Lease, with approval by the Fernandina Beach City Commission, in its sole discretion, which shall not be unreasonably withheld, upon the same covenants and conditions as herein provided. If Tenant shall elect to extend the term of this Lease, it shall do so by giving Landlord written notice at least one hundred eighty (180) days prior to the expiration of the primary term or of the then current extension.

7. **UTILITIES.** Tenant shall be solely responsible for, and shall promptly pay, all charges for use or consumption for water, sewer, telephone, sanitation, heat, gas, electricity or any other utility services.

8. **MAINTENANCE AND REPAIRS.** Tenant Responsibility. Tenant shall at Tenant's sole cost and expense keep and maintain the Demised Premises in good condition and repair; except damage thereto from causes beyond the reasonable control of Tenant. All damage or injury to the Demised Premises caused by the act or negligence of Tenant, its employees, agents or visitors, shall be repaired by Tenant at Tenant's sole cost and expense. Tenant shall upon the expiration or sooner termination of the term hereof surrender the Demised premises to Landlord in the same condition as they existed on the Commencement Date, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Landlord shall have no obligation to alter, remodel, improve, decorate, or paint the Demised Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Demised Premises, except as specifically herein set forth. Tenant accepts the Demised Property in its "as is" condition.

9. **INDEMNIFICATION.** Tenant agrees to assume liability for and indemnify, hold harmless, and defend the Landlord, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees. in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Tenant, its officers, employees, agents, and representatives. Tenant's liability hereunder shall include all attorney's fees and costs incurred by the Landlord in the enforcement of this indemnification provision. This includes claims made by the employees of Tenant against the Landlord and Tenant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Lease and shall not be limited by the amount of any insurance required to be obtained or maintained under this Lease. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of

liability the Landlord may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10. **MECHANIC'S LIENS.** Tenant shall have no authority to subject the Demised Premises or the Land, or any part thereof or any interest of Landlord therein, to any mechanic's or other lien. Should any mechanic's or other liens be filed against the Demised Premises or the Land or any part thereof or any interest of Landlord therein, by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

11. **INSURANCE.**

A. Tenant Insurance/Property Damage. At all times during the term hereof, Tenant shall maintain in effect policies of property damage insurance covering: (i) all leasehold improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to provisions of Paragraph 14 hereof) and in which Tenant may have an insurable interest; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or upon the Demised Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under subsection (i) shall be paid to Landlord and the proceeds under subsection (ii) shall be paid to Tenant.

B. Tenant Liability Insurance. Tenant shall, at all times during the term hereof and at its own cost and expense, procure and continue in force comprehensive general liability insurance for bodily injury and property damage, adequate to protect Landlord against liability for injury to or death of any person, arising in connection with the construction of improvements on the Demised Premises or use, operation or condition of the Demised Premises. Such insurance at all times shall be in an amount of not less than a combined single limit of One Million and 00/100 Dollars (\$1,000,000.00), insuring against any and all liability of the insured with respect to the Demised Premises or arising out of the use or occupancy thereof.

C. Policy Form. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies, qualified to do business in the State of Florida. Each policy shall name Landlord as an additional insured, as their respective interests may appear, and copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least ten (10) days prior to Tenant's occupancy of the Demised Premises. No such policy shall be cancelable or materially altered except after ten (10) days prior written notice to Landlord. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof.

12. **DAMAGE AND RESTORATION.**

A. Tenant's Obligations. In the event the Demised Premises, or any portion thereof, should be damaged or destroyed, Tenant may, at its option reconstruct or restore the Demised Premises after any damage or destruction thereof.

B. Abatement of Rent. During the period commencing with the date of any such damage or destruction which Landlord elects hereunder to repair, reconstruct or restore, and ending with the completion of such repairs, reconstruction or restoration, the Base Rent and Additional Rent shall be proportionately abated in an amount equal to the proportion thereof which the number of square feet of gross floor area in the Demised Premises rendered untenable thereby bears to the total number of square feet of gross floor area in the Demised Premises immediately prior to such damage or destruction. The full amount of said Base Rent and all other charges shall again become payable immediately upon the completion of such work of repair, reconstruction or restoration.

13. **RENOVATION.** Tenant shall have the right to renovate or remodel the current building, subject to approval by Landlord, which shall not be unreasonably withheld. The costs associated with renovation and remodeling shall include the cost of construction, permitting and design, and shall be referred to herein as Renovation Costs. The Renovation Costs shall be subject to City approval.

14. **EMINENT DOMAIN.** If the whole of the Demised Premises shall be taken, or such part thereof, shall be taken as shall substantially interfere with Tenant's use and occupancy of the balance thereof, under power of eminent domain, or sold, transferred, or conveyed in lieu thereof, either Tenant or Landlord may terminate this Lease as of the date of such condemnation or as of the date possession is taken by the condemning authority, whichever date occurs later. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation, together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or require Tenant to assign to Landlord any award made to Tenant for the taking of personal property and fixtures belonging to Tenant and removable by Tenant at the expiration of the term hereof, as provided hereunder or for the interruption of, or damage to Tenant's business or for relocation expenses recoverable against the condemning authority. No temporary taking of a part of the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder.

15. **QUIET ENJOYMENT.** Landlord shall not take any action that restricts Tenant's quiet enjoyment of the property, except as provided hereunder. Landlord shall provide adequate access to the property during the term of the Lease including non-exclusive use of existing parking areas. Landlord shall have the right to improve the Demised Premises and surrounding areas, including but not limited to, the parking areas and waterfront property on the Amelia River. Tenant hereby acknowledges and understands that construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises is likely. No construction activity and/or disruption of Tenant's use and business enterprise on the Demised Premises, including parking facilities, shall give Tenant any right to terminate this Lease or to any abatement of rent hereunder, except as approved by the City Commission.

16. **DEFAULT BY TENANT/REMEDIES.**

A. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

1. The vacating or abandonment of the Demised Premises by Tenant.
2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.
3. The making by Tenant of any general arrangement or assignment for the benefit of creditors, whereby; (a) Tenant becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (c), the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days. Provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect.

B. **Remedies.** In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

1. Terminate Tenant's right to possession of the Demised Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Demised Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Demised Premises; expenses of re-letting, including necessary renovation and alteration of the Demised Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission paid by Landlord applicable to the unexpired term of this Lease.
2. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Demised Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and

remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

3. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Demised Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

17. **DEFAULT BY LANDLORD/REMEDIES/EXCULPATION.** Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event shall Landlord be deemed in default sooner than thirty (30) days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than such thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and, thereafter, diligently prosecutes the same to completion. Anything in this Lease to the contrary notwithstanding, Landlord shall be liable for any damages resulting from its default under the terms of this Lease.

18. **ASSIGNMENT AND SUBLETTING.** Tenant shall be permitted to assign this Lease or sublet its rights, duties, or obligations hereunder with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

19. **END OF TERM.**

A. At the expiration of this Lease, Tenant shall surrender the Demised Premises in the same condition as it was in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering the Demised Premises, Tenant shall remove all its personal property, trade fixtures, inventory, alterations, additions and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If Tenant fails to remove its property upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall become the property of Landlord.

B. If the Demised Premises are not surrendered at the end of the term, then Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof, and Tenant shall be liable to Landlord for any and all legal expenses, costs, and fees incurred by Landlord in obtaining the possession of the Demised Premises.

20. **HOLDING OVER.** Any holding over after the expiration of this term or upon termination, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable.

21. **NO WAIVER.** Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **NOTICES.** Any notice, demand, request or other instrument which may be or required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand deliver or three (3) days after depositing such notice in postal receptacles, return receipt requested. Either party may designate such other address as shall be given by written notice.

23. **RECORDING.** Tenant shall record this Lease.

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **PROVISIONS BINDING, ETC.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Land or of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one lessee, they shall all be bound, jointly and severally, by these provisions.

26. **ENTIRE LEASE, ETC.** This Lease and the Exhibits, Riders and/or Addenda if any attached, set forth the entire Lease between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. Submission of this Lease for examination does not constitute an option for the Demised Premises and becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant. It is herewith agreed that this Lease contains no restrictive covenants in favor of Tenant. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

27. **NO PARTNERSHIP.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

28. **RADON GAS DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

29. **PUBLIC RECORDS LAW REQUIREMENTS.** Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD:

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
Caroline Best, City Clerk

Joe Gerrity
Joe Gerrity, City Manager

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
Tammi E. Bach, City Attorney

WITNESS:

TENANT:

Mary Pastore
Witness Signature

**WESTREC MARINA MANAGEMENT,
INC., a California Corporation**

By: William W. Anderson

MARY PASTORE
Print Name of Witness

Name: WILLIAM W. ANDERSON

Title: PRESIDENT

Exhibit A

DOCKHOUSE & FUEL DOCK

A building and adjacent dock area which is utilized for marina operations, including retail sales, fuel dispensers and outdoor display area that is located upon a floating dock located within the City of Fernandina Beach Marina, more particularly described as:

A portion of the floating dock lying west of and immediately adjacent to the west property line of Water Lot 25, City of Fernandina Beach, Nassau County Florida as shown on the Official Plat of said City as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and re-issued by the Florida Town Improvement Company in 1887 and 1901. said portion of floating dock being approximately 50 feet long by 20 feet wide.

Encumbering 1,000 square foot, more or less.

Date: September 18, 2014

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Table of Contents

1.	Documents Comprising Contract.....	1
2.	General Contract Terms.....	2
3.	Management.....	5
4.	Authority of Westrec.....	6
5.	Duties of City.....	12
6.	Compensation of Westrec.....	12
7.	Fiscal Non-funding.....	13
8.	Audit.....	13
9.	Public Emergencies.....	13
10.	Sales Tax.....	13
11.	City's Ownership of Improvements.....	13
12.	Hours of Operation.....	13
13.	Termination by the City or Westrec.....	14
14.	Limiting Legislative or Judicial Action.....	14
15.	Nondiscrimination.....	14
16.	Hurricane Preparedness.....	15
17.	Termination of Agreement.....	15
18.	Approvals.....	15
19.	Rights Reserved to the City.....	15
20.	Lien.....	15
21.	Submerged Land Lease.....	15
22.	Compliance with City's Internal Control Processes.....	15
23.	City's Mooring Fields.....	16
24.	Recycled Material.....	16
25.	Infringement of Patent, Trademarks or Copyrights.....	16
26.	Signage.....	17
27.	Condemnation.....	17
28.	Mechanic's Liens.....	17
29.	Indemnity.....	18
30.	Alternative Dispute Resolution.....	18
31.	Current Marina Debt.....	18
32.	Reservations.....	19
33.	Facilities.....	19
34.	Festivals and Special Events.....	19
35.	Collection of Delinquent Accounts.....	19
36.	Use of Trademarks, Service Marks and Related Items.....	20
37.	Public Records Law Requirements.....	23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated October 7, 2014 is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034;

RECITALS

- A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").
- B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.
- C. Westrec is in the business of managing marinas and currently manages similar facilities.
- D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.
- E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.
- F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

- (a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(b) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

- (1) Marina (Tax Free) Debt Service schedule
- (2) Marina (Taxable) Debt Service schedule
- (3) Marina Operating Area
- (4) List of Current Marina Employees and Job Descriptions
- (5) Submerged Land Lease

(d) Attachments

- (1) Current leases in Marina Operations Area
 - (a) One Centre Street Restaurant Group
 - (b) Atlantic Seafood
 - (c) Amelia Island Charter Fishing Boat Association (month to month)
 - (d) Amelia Island Cruises
- (2) Florida Inland Navigation District Agreement (FIND)
- (3) Boating Infrastructure Grant Program (BIGP)
- (4) Applicable City policies
 - (a) Purchasing Policies and Procedures
 - (b) Budget Policy
 - (c) City Sign Code
 - (d) Mooring Field Grant
- (5) The City 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. General Contract Terms.

(a) **Non-exclusive Contract.**

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) **Additional Services and Locations.**

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to

provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) Entirety of Agreement.

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) Headings.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) Severability.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance

(f) No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina until this Agreement is terminated in accordance with Section 13 below.

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for herein, construed as making Westrec an agent or employee of the City.

(d) **Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. Authority of Westrec.

(a) General Authority.

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(b) Renting of the Marina.

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) Marketing and Advertising.

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) Repair, Maintenance and Improvements.

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars (\$500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) Personnel.

Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent

tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) **Budget.**

Westrec agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with Fiscal Year 2014-2015, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(g) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(h) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(i) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(j) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge, and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(k) **Collection.**

Westrec shall analyze and direct the collection and billing of all accounts receivable due

to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(l) Legal Actions.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(m) Insurance.

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in FY 2014-2015), all insurance coverage will be re-evaluated and specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(n) Restrictions.

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(o) Force Majeure.

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(p) City Approval

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

- (1) Changes from the original approved plans, activities signage and graphics;
- (2) Equipment Westrec plans to install requiring any building or facility modifications;
- (3) Any use of the City's name or City seal;
- (4) Any improvements to be constructed on the Marina property;
- (5) Hours of daily operation;
- (6) Uniforms to be used by the employees; and
- (7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(q) Shared Expenses.

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(r) Reporting Requirements.

Westrec must submit a monthly written report to the City Manager including but not limited to:

- (1) Occupancy (both numbers and dollars), historical comparison;
- (2) Fuel sales (both numbers and dollars), historical comparison;
- (3) Marketing and promotions;
- (4) Non-routine expenses;
- (5) Capital improvements status report;
- (6) Insurance claims;
- (7) Litigation; and
- (8) Safety and environmental incidents.

(s) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

The City shall pay Westrec a Fixed Fee Component of Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015.

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. Fiscal Non-funding.

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. Audit.

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. Public Emergencies.

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. Sales Tax.

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. City's Ownership of Improvements.

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. Hours of Operation.

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. Termination by the City or Westrec.

(a) The Agreement may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice.

(b) Natural Disaster

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(c) Tax Exempt Bonds

In the event that the City loses its tax exempt status on the existing municipal improvements due to the terms of the this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

14. Limiting Legislative or Judicial Action.

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

15. Nondiscrimination.

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or be otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare- effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

16. Hurricane Preparedness.

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

18. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

19. Rights Reserved to the City.

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

20. Lien.

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

21. Submerged Land Lease.

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

22. Compliance with City's Internal Control Processes.

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

23. City's Mooring Fields.

The City owns and maintains 20 Helix' system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

24. Recycled Material.

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less or recommending a purchase in excess of \$5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. Infringement of Patent, Trademarks or Copyrights.

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

26. **Signage.**

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

27. **Condemnation.**

(a) **Total Condemnation.**

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) **Partial Condemnation.**

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

28. **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and

interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

29. Indemnity.

(a) Westrec's General Indemnity.

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) Environmental Indemnity.

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

30. Alternative Dispute Resolution.

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

31. Current Marina Debt.

(1) Both parties recognize that there is existing current marina debt.

a. Current Bonds. The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use. The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

32. Reservations.

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

33. Facilities.

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

34. Festivals and Special Events.

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

35. Collection of Delinquent Accounts.

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection

policies and procedures and how they would be applied to the Marina Operations Area.

36. Use of Trademarks, Service Marks and Related Items

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

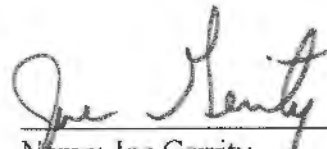
37. Florida Public Records Law Requirements

Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at

no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement as of the date first-above written.

CITY

By: 

Name: Joe Gerrity

Title: City Manager

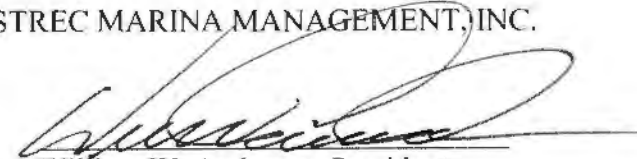
Attest: 

Name: Caroline Best

Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: 

William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach, City Attorney

Draft Date September 22, 2014~~September 17, 2014~~~~August 14, 2014~~

Marina Management Agreement

Between Westrec Marina Management, Inc.,

and

City of Fernandina Beach, Florida

Dated:

Table of Contents

1.	Documents Comprising Contract.....	1
2.	General Contract Terms.....	2
3.	Management.....	5
4.	Authority of Westrec.....	6
5.	Duties of City.....	12 13
6.	Compensation of Westrec.....	12 13
7.	Fiscal Non-funding.....	13
8.	Audit.....	13
9.	Public Emergencies.....	13 14
10.	Sales Tax.....	13 14
11.	City's Ownership of Improvements.....	13 14
12.	Hours of Operation.....	14
13.	Termination by the City or Westrec.....	14
14.	Termination by Westrec.....	16 16
145.	Limiting Legislative or Judicial Action.....	16 17
156.	Nondiscrimination.....	17
167.	Hurricane Preparedness.....	17 18
178.	Termination of Agreement.....	17 18
189.	Approvals.....	17 18
1920.	Rights Reserved to the City.....	18
201.	Lien.....	18
212.	Submerged Land Lease.....	18
223.	Compliance with City's Internal Control Processes.....	18
234.	City's Mooring Fields.....	18
245.	Recycled Material.....	18 19
256.	Infringement of Patent, Trademarks or Copyrights.....	19
267.	Signage.....	19
278.	Condemnation.....	19 20
289.	Mechanic's Liens.....	20
2930.	Indemnity.....	20 21
301.	Alternative Dispute Resolution.....	21
312.	Current Marina Debt.....	21
323.	Reservations.....	21 22
334.	Facilities.....	21 22
345.	Festivals and Special Events.....	22
356.	Collection of Delinquent Accounts.....	22
367.	Use of Trademarks, Service Marks and Related Items.....	22
37.	Public Records Law Requirements.....	23

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (the "Agreement") dated _____, 2014⁰⁹ is between Westrec Marina Management, Inc., a California corporation ("Westrec"), 16633 Ventura Boulevard, 6th Floor, Encino, CA 91436, and City of Fernandina Beach, Florida, a Municipal Corporation, ("City"), 204 Ash Street, Fernandina Beach, FL, 32034:

RECITALS

- A. City owns the Marina located at 1 Front Street, known as Fernandina Harbor Marina (the "Marina").
- B. It is the intention of City that the wet slips at the Marina be rented to third parties for use as temporary boat storage facilities, that the other buildings be leased for communal and retail activity, and that the Marina facilities are put to their intended use.
- C. Westrec is in the business of managing marinas and currently manages similar facilities.
- D. City wants Westrec to manage the Marina and Westrec wants to manage the Marina in accordance with the terms and conditions of this Agreement as hereinafter set forth in the location described as the Marina Operating Area ("MOA") described in Exhibit 3.
- E. City's intent in retaining Westrec is to have a vital, financially successful and self-supporting marina by increasing overall net revenue to pay for all fixed and variable costs including annual debt service.
- F. The City finds that this Agreement serves both a public purpose and a municipal purpose.

AGREEMENT

NOW, THEREFORE, in consideration for the mutual covenants herein contained, Westrec and City agree as follows:

1. Documents Comprising Contract.

The contract shall include this Agreement as well as the following documents which are incorporated herein by reference:

(a) The City of Fernandina Beach Request for Proposal "RFP" (RFP #2009-103), its Exhibits and Attachments issued on June 3, 2009, and all of its addenda.

(h) Westrec's proposal, including its certificate of insurance as required by the RFP and other required documents.

(c) Exhibits

- (1) Marina (Tax Free) Debt Service schedule
 - (2) Marina (Taxable) Debt Service schedule
 - (3) Marina Operating Area
 - (4) List of Current Marina Employees and Job Descriptions
 - (5) Submerged Land Lease
- (d) Attachments
 - (1) Current leases in Marina Operations Area
 - (a) One Centre Street Restaurant Group
 - (b) Atlantic Seafood
 - (c) Amelia Island Charter Fishing Boat Association (month to month)
 - (d) Amelia Island Cruises
 - (2) Florida Inland Navigation District Agreement (FIND)
 - (3) Boating Infrastructure Grant Program (BIGP)
 - (4) Applicable City policies
 - (a) Purchasing Policies and Procedures
 - (b) Budget Policy
 - (c) City Sign Code
 - (d) Mooring Field Grant
 - (5) The City ~~2009-10~~ 2014-15 Pro Forma Marina Budget

If there is a conflict between the terms of this Agreement and above-referenced documents then the conflict shall be resolved as follows: the terms of this Agreement shall supersede over other documents, and the terms of the remaining documents shall be given preference in their above-listed order.

2. General Contract Terms.

(a) Non-exclusive Contract.

Award of this contract shall impose no obligation on the City to utilize Westrec for all work of the type which may develop during the contract period. This is not an exclusive contract.

(b) Additional Services and Locations.

The City reserves the right to request additional services relating to this Agreement from Westrec when approved by the Parties, in accordance with additional services as set forth in the RFP. Westrec shall provide such additional requirements as may become necessary. The City reserves the right to unilaterally add or delete locations or services at its sole option as it may deem necessary or in the best interests of the City. In such case, Westrec will be required to provide services pursuant to this Agreement in accordance with the terms, conditions and specifications, and as set forth in an amendment approved by the Parties.

(c) Entirety of Agreement.

Parties hereto agree that this Agreement sets forth the entire agreement between the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement and the exhibits and attachments hereto and other documents and agreements specifically referred to herein constitute the entire fully integrated Agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous verbal or written communication or agreements between the parties with respect hereto excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may only be amended by written documents, properly authorized, executed and delivered by both parties hereto. For the City, appropriate authorization shall be construed to mean formal action by the elected officials of the City, except where specified within this Agreement that the City Manager or his or her designee shall have approval or authority. This Agreement shall be interpreted as a whole unit. This Agreement shall not be construed in favor of one party or the other. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Nassau County, Florida.

(d) Headings.

Headings of various paragraphs and sections of this Agreement and its table of contents are for convenience and use of reference only and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

(e) Severability.

The terms and conditions of this Agreement shall be deemed to be severable; consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding such determination, this Agreement shall continue in a full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement to be impossible of performance.

(f) No Waiver of Right to Enforce.

The waiver of any breach or any term covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term, or condition shall be deemed to have been waived, unless such waiver be in writing. Nor shall there be any accord and satisfaction unless expressed in writing and signed by both the City and Westrec.

(g) **Performance.**

Service shall be performed in a timely manner as specified in the RFP.

The Parties expressly agree that time is of the essence in the performance of this Agreement and the failure to complete the performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the Parties of any obligation to accept such performance.

(h) **Notices.**

Any notice required or permitted herein is to be given in writing and shall be personally delivered or mailed, first class postage prepaid or delivered by an overnight delivery service to the respective addresses of the parties set forth below their signatures on the signature page hereof, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received when personally served or one (1) day after delivery to an overnight delivery service or five (5) days after deposit in the first class mail.

To the City: City Manager
City of Fernandina Beach
204 Ash Avenue
Fernandina Beach, Florida 32034
Attn: City Manager

To Westrec: Westrec Marina Management, Inc.
16633 Ventura Boulevard, 6th Floor
Encino, CA 91436

With copy to: Westrec Marinas
801 North East Third Street
Dania Beach, Florida 33004
Attn: Gary Groenewold
Vice President Southern Area

With copy to: Shutts & Bowen LLP
Attention: Stephen K. Tilbrook, Partner
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, FL 33301

(i) **Remedies.**

Each party shall have full remedies available under existing laws, including, but not limited to, the Uniform Commercial Code, mediation, alternative dispute resolution and all state and federal courts of any jurisdiction.

(j) **Assignment, Subcontracting, Corporation Acquisitions and/or Mergers.**

Westrec shall perform this contract. No assignment or subcontract shall be allowed without the prior written consent of the City in the event of a corporate acquisition and/or merger. Westrec shall provide a written notice to the City within the 30 business days of any assignment or subcontract. In the event of an assignment of the contract to a wholly owned subsidiary of Westrec, the City's written consent shall not be unreasonably withheld.

(k) **Miscellaneous.**

If it shall become necessary for either party hereto to engage attorneys to institute legal action for the purpose of enforcing its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party or parties prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. No representative of Westrec is authorized to make any representations, warranties or agreements other than as expressly set forth herein. Any consent required by this Agreement to be given by City to Westrec shall be given in writing. Westrec hereby disclaims any implied or express warranties, guarantees or representations of any kind other than as expressly set forth in this Agreement.

3. **Management.**

(a) **Term.**

City hereby engages Westrec to manage the Marina and Westrec hereby agrees to manage the Marina for ~~a an initial term of three (3) years.~~ until this Agreement is terminated in accordance with Section 13 below. ~~This Agreement shall automatically renew for an additional term of one year, with a maximum of two (2) years additional term, on each anniversary date of the Agreement, unless either party gives notice of its desire not to renew at least sixty (60) days in advance of the anniversary date. The term begins on the date of this Agreement as set forth in the first paragraph.~~

(b) **Other Marinas.**

City acknowledges that Westrec is in the business of managing marinas both for its own account and for others. It is hereby expressly agreed that Westrec and its affiliates may continue to engage in such activities, may manage facilities other than those presently managed by it so long as the facilities are not in direct or indirect competition with City. Westrec agrees not to manage or lease any other facility within twenty (20) nautical miles of the City's marina without the express written consent of the City.

(c) **Relationship of Parties.**

In the performance of its duties under this Agreement, Westrec shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners, nor, except as expressly otherwise provided for

herein, construed as making Westrec an agent or employee of the City.

(d) **(d) Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986.**

Westrec is and shall remain an independent contractor and is neither agent, employee, partner nor joint venturer of the City. Westrec acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 USC Section 1324 et seq. and regulations relating thereto as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract at the discretion of the City.

4. **Authority of Westrec.**

(a) **General Authority.**

Westrec hereby agrees to provide the City with Marina Management Services as requested as specifically outlined in the RFP, this Agreement and all subsequent official documents that form the contract documents for this Agreement, subject to budget and City policy restrictions and procedures stated or referenced herein. Westrec shall have the authority to fully and completely supervise and direct the operations of the Marina and matters associated or related to the operation of the Marina, including boat slip rentals, diesel gasoline sales, convenience store sales, and supervision of all leases of space at the Marina referenced in Attachment 1. City shall execute such documents as Westrec, in its reasonable judgment, deems necessary or advisable for Westrec to carry out its management of the Marina. Such authority shall include authority to direct the matters specified below, which are not in limitation of the foregoing.

(h) **Renting of the Marina.**

Westrec shall use its reasonable discretion to establish the terms and conditions of occupancy of boat slips in the Marina. The City shall set the rates for the boat slip rentals. Westrec is hereby authorized to assist the City's employees in entering into rental agreements with such tenants and to collect rent from such tenants. The form of rental agreement shall be prepared, reviewed, as appropriate by Westrec and recommended to the City for acceptance.

(c) **Marketing and Advertising.**

Westrec shall establish the policies and procedures which it deems necessary or advisable for directing the marketing activities of personnel engaged by or on behalf of City relating to the Marina subject to authorized budget appropriations and restrictions. Westrec shall cause City to advertise in such media and to the extent Westrec deems necessary and appropriate. All advertising of the Marina, including signs, may be carried under the Westrec name and/or the name of the Marina. All advertising and marketing costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(d) **Repair, Maintenance and Improvements.**

Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the acquisition of furniture, fixtures and supplies for the Marina, and the purchase, lease or other acquisition of the same, on behalf of the City. Westrec shall make and execute, or supervise and have control over the making and executing of, all decisions concerning the routine day-to-day maintenance, repair and landscaping of the Marina, on behalf of the City. In connection with performance of routine day-to-day maintenance, repair and landscaping, Westrec shall negotiate and supervise the installation of minor capital improvements related to the Marina which Westrec, in its reasonable discretion, deems necessary or appropriate; provided, however, that Westrec shall obtain the prior approval of the City for all expenditures in excess of five hundred dollars (\$500.00) for any one item (except monthly or recurring operating charges and/or emergency repairs if in the opinion of Westrec such expenditures are necessary to protect the Marina from damage or to maintain services to the tenants as called for in their leases). Westrec agrees to follow and comply with the City's Purchasing Policies and Procedures. All repair, maintenance and improvement costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(e) **Personnel.**

~~Westrec agrees to employ, in some capacity but not necessarily at the same job or pay range, the City's employees who are currently working within the Marina Operations Area for a ninety (90) day trial period. Upon such employment, the staff will be employees of Westrec and no longer employees of the City. A list of the City's employees and their job descriptions are attached hereto as Exhibit 4.~~ Westrec shall select, hire, discharge and supervise all labor and employees which it deems necessary or advisable for the operation and maintenance of the Marina. Westrec may hire the types and number of Marina Personnel as Westrec, in its reasonable discretion, deems appropriate for operation and management of the Marina, subject to the provisions in subsection (g), Budget. Westrec shall have the authority for the supervision of all employees, for the determination of employee compensation, including any incentives, bonuses and benefits, and for the establishment of policies and procedures relating to employment. Westrec shall pay for all costs of on-site employees (including without limitation payroll taxes, insurance, 401-K plan contributions and all other employee fringe or other benefits), as specified in subsection (g) Budget. The cost of Marina Personnel is the responsibility of the City as set forth in the approved marina budget, and the cost of Marina Personnel will be paid by the City to Westrec as invoiced monthly by Westrec.

Throughout the terms of this Agreement, Westrec shall employ a qualified full-time, on-site manager ("Marina Manager") having experience in the management of a marina of this type who shall be available during normal business hours and be delegated sufficient authority to ensure competent performance and fulfillment of the responsibility of the management agreement and to accept serviceable notices provided for herein. The on site Marina Manager shall be part of the Marina Personnel, and the Marina Budget shall include the costs of the on-site Marina Manager. The cost of Westrec personnel who supervise, or otherwise participate in the management, administration and operation of the Marina, but also do work for Westrec and/or other marinas managed by Westrec, will be covered by the Administration Fee (as defined in

Section 6 - Compensation of Westrec) paid by the City to Westrec. These persons include Westrec personnel responsible for: (i) the direct supervision of on-site personnel; (ii) training of on-site and supervisory managers; (iii) the coordination and supervision of routine repairs and maintenance at the Marina; (iv) supervision of the procedures relating to eviction of delinquent tenants and sale of delinquent tenants' property; (v) overseeing inventory and supplies of the type used by the Marina; (vi) marketing; (vii) administering the payroll for on-site employees, including the administration, withholding and payment of applicable compensation coverage on behalf of and for the account of City; and (viii) accounting and other services relating to the operation and administration of the Marina. City understands and acknowledges that some or all of such persons may be simultaneously engaged by and/or for the account of City and by and/or for other marinas managed by Westrec, some of whom may (i) be affiliates of Westrec and (ii) compete with City. Westrec shall not be separately reimbursed for the time of its executive officers devoted to City's affairs or for the other overhead expenses of Westrec.

Westrec's employees in contact with the public shall perform their duties in an efficient and courteous manner. Westrec shall insure all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. Failure of an employee to do so shall be grounds for the City to demand his or her removal from duties on the Marina property. Westrec shall provide the City with the name and telephone number of a management person who will be on call at all times for emergencies or other matters related to the operations under this Agreement. At the conclusion of this Agreement, City agrees to use its best efforts to rehire the employees listed on Exhibit 4, with credit for previous City length of service and seniority.

(f) ~~Non-compete provision.~~

~~Current Marina employees will be provided an opportunity for employment with Westrec pursuant to this Agreement. Westrec agrees that some of these employees may seek other positions within the City's personnel system, which shall not be impeded. The City agrees not to solicit these employees for employment or otherwise compete with Westrec in this regard.~~

(g) Budget.

~~The City's 2009-2010 Pro-Forma Marina Budget is attached hereto as Exhibit 5. Westrec~~ agrees, to the extent reasonable and feasible, to operate the Marina in accordance with the approved budget. Westrec shall annually, beginning with the fiscal year ~~2014-15~~ ~~2010-11~~, develop a proposed budget, in conjunction with the City's budget preparation process, which shall be reviewed and approved by the City Manager and City Commission. The annual budget submittal shall include, but not be limited to, all of the proposed revenue sources and expenditures for the Marina. The proposed revenue projection shall include detailed written justification to support the proposed sources and projections. Westrec in proposing the annual expenditure budget shall include, but not be limited to, the following:

(1) **Personnel Costs.** An organizational chart listing all of the full and part-time positions that Westrec is proposing, their positions with titles, number in each position, proposed pay ranges, and benefit costs for each position.

(2) **Marketing and Promotion Costs.** Westrec shall provide a comprehensive

marketing and promotion budget which will list the proposed specific expenditures to support the proposed plan.

(3) **Proposed Capital Improvement and Repair Maintenance Plan.** Westrec shall develop a proposed detailed Capital Improvement and Repair Maintenance Plan that specifically describes each proposed expenditure, activity, justification or need for activity, and the estimated cost.

(4) **City's Overhead Costs.** Westrec shall provide a detailed list and projected cost for each expenditure.

(h) **Agreements.**

Westrec shall have the authority to negotiate and recommend to the City such agreements which Westrec deems necessary or advisable for the furnishing of utilities, services, concessions and supplies, for the maintenance, repair and operation of the Marina and such other agreements which may benefit the Marina or be incidental to the matters for which Westrec is responsible hereunder.

(i) **Other Decisions.**

Westrec shall make all decisions in connection with the day-to-day operations of the Marina.

(j) **Regulations and Permits.**

Westrec will observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances, and or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the operations under this Agreement. Failure to do so will constitute a breach of this Agreement. Westrec shall procure all required permits, licenses and approvals, on behalf of the City, for the operation and performance under this Agreement. All permit or regulatory fees or costs shall be paid directly by the City, subject to the approved marina budget or any subsequent approvals.

(k) **Management Records and Reports of Disbursements and Collections.**

Westrec shall establish, supervise, direct and maintain the operation of a system of record keeping and bookkeeping with respect to all receipts and disbursements in connection with the management of the Marina. The books, records and accounts shall be maintained at the City's Marina. City acknowledges that any budgets or projections prepared by Westrec for City are only estimates of revenues and expenses, that the initial budgets and projections prepared by Westrec will be based in part on information provided by City, that any projections prepared by Westrec are subject to, and may be affected by, changes in financial, economic, competitive and other conditions and circumstances beyond Westrec's control and that such projections and budgets are not to be construed as a guarantee by Westrec of the actual results to be obtained from operations. City acknowledges that Westrec makes no representations or warranties as to the results to be obtained from operations. City acknowledges that Westrec has no knowledge,

and cannot certify the accuracy of any historical information provided to Westrec by City. All receipts and disbursements in connection with Marina operations will be recorded on the City's books using software provided by the City utilizing Westrec personnel. All receipts will be deposited into the City's bank account. Receipts will be accounted for on the City's books by Westrec personnel. All purchases for the Marina which fall under the City's area(s) of responsibility shall be made such that they are in compliance with the City's Purchasing Policy, Procedures and Code. Requests for disbursements will be processed through the City's accounting system and paid with City's funds. Westrec will have access to the City's accounting system to print and analyze financial data for the Marina on an on-going basis.

(l) Collection.

Westrec shall analyze and direct the collection and billing of all accounts receivable due to the City with respect to the Marina and shall be responsible for establishing policies and procedures to minimize the amount of bad debts.

(m) Legal Actions.

Westrec shall cause to be instituted, on behalf and in the name of the City, any and all legal actions or proceedings Westrec deems necessary or advisable to collect charges with the advice and consent of the City, rent or other income due to City with respect to the Marina or to oust or dispossess tenants or other persons unlawfully in possession under any lease, license, concession agreement or otherwise, and to collect damages for breach thereof or default thereunder by such tenant, licensee, concessionaire or occupant. The costs of all such legal actions or proceedings shall be borne by City. Westrec shall also assist the City in the defense of any and all actions and proceedings brought by tenants, suppliers, vendors and similar persons relating to the Marina and City shall be responsible for satisfying and paying the costs of defending all such claims to the extent not covered by insurance. Westrec shall provide notice to City of any and all actions or proceedings instituted by, on behalf of, or against the City.

(n) Insurance.

The City shall pay for and maintain all necessary insurances including but not limited to property casualty insurance for the MOA, Marina Operators Legal Liability, automobile coverage, theft coverage, and environmental pollution coverage, listing Westrec as an additional named insured. Westrec shall provide workers compensation coverage. The costs incurred by the City and Westrec for insurance coverage applicable to the MOA or marina operations shall be included in the approved marina budget and shall be paid or reimbursed by the City, pursuant to the approved marina budget.

Westrec shall provide to the City a certificate of coverage. Westrec shall maintain workers compensation coverage, throughout the term of this Agreement, and the policy shall prohibit termination, expiration, cancellation, or substantial modification without at least thirty (30) days prior written notice to the City.

As a part of the marina budget planning process for each subsequent Fiscal Year (beginning in ~~FY 2014-2015~~~~FY2010—2011~~), all insurance coverage will be re-evaluated and

specific coverage may be redistributed between the City and Westrec depending on what is most advantageous to the parties. However, at all times the cost for insurance coverage for the MOA and the marina operations shall remain a part of the marina budget and will ultimately be paid or reimbursed by the City.

(o) **Restrictions.**

Notwithstanding anything to the contrary set forth in this Section 4, Westrec shall not be required to do, or cause to be done, anything for the account of City (i) which may make Westrec liable to third parties; or (ii) which may not be commenced, undertaken or completed because of insufficient funds of City.

(p) **Force Majeure.**

Neither the City nor Westrec is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or Westrec's control and that the City or Westrec cannot, by exercising due diligence, prevent or overcome in whole or in part.

(q) **City Approval**

Westrec agrees it will obtain prior approval from the City prior to implementing changes on the following matters:

- (1) Changes from the original approved plans, activities signage and graphics;
- (2) Equipment Westrec plans to install requiring any building or facility modifications;
- (3) Any use of the City's name or City seal;
- (4) Any improvements to be constructed on the Marina property;
- (5) Hours of daily operation;
- (6) Uniforms to be used by the employees; and
- (7) The décor of the Marina and all signs to be installed directed or displayed in or on the Marina property and any changes thereto at anytime during this Agreement.

Further it is understood by Westrec, that should any changes related to the above items be disapproved, either Party may offer alternative solutions.

(r) **Shared Expenses.**

The parties acknowledge that certain economies may be achieved with respect to certain expenses to be incurred on behalf of City hereunder if materials, supplies, insurance or services are purchased by Westrec in quantity for use not only in connection with the Marina but in connection with other marinas managed by Westrec or its affiliates. Westrec shall have the right, with the advice and consent of the City, to purchase such materials, supplies, insurance or services in its own name and charge City a pro rata share of the cost; provided, however, that the pro rata cost of such purchase to City shall not result in expenses greater than would otherwise be incurred

at competitive prices and on terms available in the area where the Marina is located or the service is rendered; and, provided further, Westrec shall provide a copy of the financial records to the City upon request and shall make records available to City at Westrec's corporate headquarters office at all reasonable times after reasonable notice to Westrec so City may review any such expenses incurred.

(s) **Reporting Requirements.**

Westrec must submit a monthly written report to the City Manager including but not limited to;

- (1) Occupancy (both numbers and dollars), historical comparison;
- (2) Fuel sales (both numbers and dollars), historical comparison;
- (3) Marketing and promotions;
- (4) Non-routine expenses;
- (5) Capital improvements status report;
- (6) Insurance claims;
- (7) Litigation; and
- (8) Safety and environmental incidents.

(t) **Business Continuity Plan.**

Westrec shall provide the City with a copy of its business continuity plan covering the Marina as well as the company head office. Westrec will provide the City with the results of any testing of its business continuity plan.

5. **Duties of City.**

City shall cooperate with Westrec in the performance of its duties under this Agreement and to that end, upon the request of Westrec, City agrees to provide reasonable office space for Westrec employees on the premises of the Marina, to give Westrec access to all files, books and records of City relevant to the Marina, and to execute all documents and instruments as Westrec, in its reasonable judgment, deems necessary or advisable to enable it to carry out its management of the Marina.

6. **Compensation of Westrec.**

Westrec agrees to operate and maintain the Marina and associated property on a negotiated fixed fee and variable fee basis.

(a) **Fixed Fee Component.**

~~The City shall pay Westrec a Fixed Fee Component of Ninety-Six-Thousand-Dollars (\$96,000) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing February 15, 2010.~~ Ninety-Five Thousand Two Hundred Sixty-Eight Dollars and Fifty-Six Cents (\$95,268.56) annually, unless and until the parties negotiate a different amount. Such payment shall be paid in twelve monthly installments on the 15th of each month commencing January 15, 2015. ~~The Fixed Fee Component shall increase annually, in an amount equal to the increase in the United States Department of Labor Consumer Price Index-South Urban from the previous year, however the annual fee increase shall not exceed six percent (6%).~~

(b) **Variable Fee Component.**

In addition, the City shall pay Westrec a Variable Fee Component payment equal to one percent (1%) of the Marina Gross Revenues. In no event may the Variable Fee Component payment exceed the Fixed Fee Component. For purposes of this Agreement, "Marina Gross Revenues" means gross revenues of the Marina for Slip rental (including seasonal, transient and commercial rents), fees for the Mooring Field, and Leases in the MOA, excluding the existing casino boat lease, so long as the casino boat does not occupy a slip at the Marina. For the purposes of this calculation, Marina Gross Revenues does not include Gas and Diesel revenues, nor retail revenues for the Dock House Retail Area pursuant to the Lease Agreement for the Dock House Retail Area. The Variable Fee Component payment will be made quarterly in arrears, not later than 30 days following the end of each quarter.

7. **Fiscal Non-funding.**

In the event that sufficient budgeted funds are not available for any new fiscal period, the City shall notify Westrec of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without expense or penalty to the City.

8. **Audit.**

Westrec shall retain all records relating to this contract for a period of at least three years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to audit such records pursuant to City policy.

9. **Public Emergencies.**

It is hereby made part of this contract that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God, that City shall require a "first priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety as determined by the City. Westrec agrees to rent, sell, lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, or other acts of God.

10. **Sales Tax.**

Westrec shall pay the prevailing State of Florida sales and use tax for any amounts payable under this Agreement.

11. **City's Ownership of Improvements.**

Upon the expiration of this Agreement, for any reason, all existing and any future installed fixtures, equipment, improvements and appurtenances attached to or built into the Marina in such a manner as to become part of the freehold whether or not by the expense of Westrec, shall become and remain a part of and be surrendered with the Marina property. Any furniture, furnishings, equipment

or other articles of moveable personal property owned by Westrec and located on the Marina property shall be and remain the property of Westrec and may be removed by it at any time during the term of this Agreement so long as Westrec is not in default of any obligations under this Agreement and the same has not become part of the freehold and so long as such do not materially affect Westrec's ability to use such premises and conduct its business as provided herein.

12. Hours of Operation.

The Marina property will be required to operate seven (7) days a week during those hours approved by the City. Sufficient staff will be available to provide outstanding service. The City may require change in hours of operation if in the reasonable discretion of the City such a change is desirable for providing the best service to the public.

13. Termination by the City or Westrec.

~~_____ (a) The Agreement to may be terminated by the City or Westrec without cause by giving the other party ninety (90) days prior written notice upon the terms and conditions as set forth below.~~

~~(a) Automatic Termination:~~

~~_____ The City may automatically terminate the Agreement, by providing written notice to Westrec as set forth herein, upon the occurrence of the following:~~

~~(1) Institution of proceedings and voluntary bankruptcy or reorganization by the Westrec, or the institution of proceedings and involuntary bankruptcy against Westrec, if such proceedings continue for a period of more than ninety (90) days;~~

~~(2) Assignment by Westrec for the benefit of creditors;~~

~~(3) Abandonment or discontinuation of operation for more than a twenty-four hour period, unless as permitted herein, without prior written approval from the City; and~~

~~(4) Discovery of any misstatement in Westrec's proposal leading to the award of this Agreement which in the determination of the City significantly affects Westrec's qualifications to perform under the this Agreement.~~

~~(b) Termination after Fourteen (14) Days:~~

~~_____ The City may provide written notice of default and termination of the Agreement within fourteen (14) days, as set forth herein, for the reasons set forth below:~~

~~(1) Nonpayment of any sum or sums due hereunder after the due date for such payment provided; however, that such termination shall not be effective if Westrec makes the required payments during the fourteen (14) calendar day period following mailing of written notice.~~

~~(2) Notice of any condition imposing a threat to health or safety of public patrons and not remedied within the fourteen (14) calendar day period from receipt of written notice.~~

(3) ~~A final determination in a court of law in favor of the City in litigation instituted by Westree against the City or brought by the City against Westree.~~

(4) ~~Instances in which a corporate acquisition or a merger represents a conflict of interest or is contrary to any local, state, or federal laws.~~

~~In the event that Westree does not cure the breach, to the satisfaction of the City, within the fourteen (14) calendar days of the notice as set forth herein, then the Agreement shall be terminated.~~

(c) ~~Termination after Forty-five (45) Days.~~

~~The City may provide written notice of default and termination of the Agreement within forty five (45) days, as set forth herein, for the reasons set forth below:~~

(1) ~~Nonperformance of any covenant of this Agreement other than non-payment of rent or performance fees other than listed in the paragraphs above.~~

(2) ~~The inability or failure of Westree to provide the City with an unqualified, certified statement of gross sales, or to strictly adhere to the revenue control procedures established in this Agreement. In such event the City shall have the right to terminate this Agreement upon forty five (45) calendar days written notice to the lessee.~~

~~In the event that Westree does not cure the breach, to the satisfaction of the City, within the forty five (45) calendar days of the notice as set forth herein, then the Agreement shall be terminated.~~

(d) ~~Habitual default.~~

~~Notwithstanding the foregoing, in the event Westree has repetitively defaulted four (4) times within a twelve (12) month period in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by Westree regardless of whether Westree has cured each individual condition of breach or default, Westree may be determined by the City to be a "habitual violator" at the times such determination is made, the City shall issue to Westree a written notice advising of such determination citing the circumstances therefore. Such notice shall also advise Westree that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults whatever nature taken with all previous breaches and defaults shall be considered cumulative and collectively shall constitute condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the City may cancel this Agreement upon the giving of written notice of termination to Westree such cancellation to be effective upon the 10th day following the date of receipt thereof and all payments due hereunder shall be payable to said date. Westree shall have no further rights hereunder. Immediately upon notice of said notice of termination, Westree shall discontinue its operations at the Marina and proceed to remove all its personal property.~~

(e) (b) **Natural Disaster**

In the event that the City's marina is destroyed or significantly damaged by a natural disaster or Act of God, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

(f) (c) Tax Exempt Bonds

In the event that the City loses its tax exempt status on the existing municipal improvements due to the terms of this Agreement, either Party may terminate this Agreement upon providing 30 days written notice as set forth herein.

~~14. Termination by Westrec.~~

~~Westrec shall have the right, upon thirty (30) calendar days from receipt of written notice to the City by certified or registered mail, to the address specified in at paragraph (2)(h) above, to terminate this Agreement at any time after the occurrence of one or more of the following events:~~

~~(a) Issuance by any court of competent jurisdiction of any injunction, substantially restricting the use of the Marina property.~~

~~(b) A breach by the City of any of the terms, covenants, or conditions contained in this Agreement and the failure of the City to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail return receipt requested from the Westrec of the existence of such breach.~~

~~(c) The assumption by the U.S. Government or any authorized agency or any other governmental agencies the operation control or use of the Marina.~~

~~15.14. Limiting Legislative or Judicial Action.~~

In the event that any municipal, county, state or federal body of competent jurisdiction passes any law, ordinance or regulation in any way restricting or prohibiting the use of the Marina for purposes of this Agreement, this Agreement may be terminated by Westrec pursuant to the "Termination by Westrec" clause in paragraph 18 above and will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. In the event that any court or legislative body of competent jurisdiction issues an injunction substantially restricting or prohibiting the use of the Marina for the purposes of this Agreement, which injunction stays in force for more than thirty (30) calendar days, this Agreement will be null and void and unenforceable by any party to this Agreement and the City shall have no further liability under this Agreement. If the City deems the Agreement null and void by function of this paragraph, the City will not be liable to Westrec for damages arising therefrom and the City shall have no further liability under this Agreement.

16.15. Nondiscrimination.

Westrec does hereby for itself, its personal representatives, successors in interest and assigns as part of the consideration and agreement consideration hereof, covenant and agree that:

(a) No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participating in or be denied the benefits of or he otherwise subjected to discrimination in the use of the Marina except for bona fide cause allowed by law.

(b) The construction of any improvements on over such land or in the furnishing of services thereon. No person on the grounds of race, color, religion, national origin, sexual orientation, age, residency within or without the City or handicap shall be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, except for bona fide causes allowed by law.

(c) That Westrec shall use the premises in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, non discrimination under programs receiving federal assistance through the City of health, education and welfare-effectuation of Title VI of the Civil Rights Act of 1964 and as such regulations may be amended that in the event a breach of any of the above non-discrimination covenants, the City shall have the right to terminate the Agreement and this Agreement shall be null and void. Westrec shall not discriminate against City employees or applicant for employment in the performance of the contract with respect to hiring tenure terms, conditions or privileges of employment because of age, sex, or physical handicap (except where based on a bona fide occupational qualification); or because of marital status, color, religion, national original or ancestry.

17.16. Hurricane Preparedness.

Westrec shall follow the City's emergency evacuation and hurricane plan.

17. Termination of Agreement.

Following the termination of this Agreement by either party within fifteen (15) calendar days, or earlier if determined by the City, Westrec shall forthwith remove all of its personal property not acquired under the terms of the Agreement. Any personal property of Westrec not removed in accordance with this paragraph may be removed by the City for storage at the cost of Westrec or shall constitute a gratuitous transfer of title thereof to the City for whatever disposition is deemed to be in the best interests of the City. The City shall not be liable to Westrec for safekeeping for Westrec's personal property during or after termination of this Agreement.

19.18. Approvals.

Except as otherwise provided, whenever approvals are required herein by either party, such approval shall not be unreasonably withheld.

20.19. Rights Reserved to the City.

All rights not specifically granted to Westrec by this Agreement are reserved to the City, and the designation of any particular remedy for the City without prejudice to any other relief available in law or equity and all such relief is reserved to the City.

21.20. Lien.

The City shall have a lien upon all personal property of Westrec to secure the payment to the City of any unpaid money accruing to the City under the terms of this Agreement.

22.21. Submerged Land Lease.

A submerged land lease is attached hereto as Exhibit 5. Westrec agrees to operate the Marina Operating Area (MOA) in such a fashion as to not violate such submerged land lease.

23.22. Compliance with City's Internal Control Processes.

Westrec agrees to comply with the City's procurement policies and procedures, budget policies and other policies which are attached hereto as Attachment 4.

24.23. City's Mooring Fields.

The City owns and maintains 20 Helix[®] system moorings located across from the Marina on the west side Atlantic intercoastal waterway as part of the MOA. The City is currently operating this mooring field within the jurisdiction of the City which is coming into compliance with Florida's law. The City will continue to regulate this issue of mooring fields and may revise its ordinances as appropriate. In addition, the City retains the right to expand its mooring fields to additional areas, and will notify Westrec of any action taken in this regard. The City's Mooring Fields are part of the MOA and are subject to the management, operating and insurance provisions as set forth herein.

25.24. Recycled Material.

Westrec agrees to use recovered materials to the extent practical under the terms of this contract.

The City wishes to encourage Westrec to use recycled materials in fulfilling contractual obligations to the City and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less or recommending a purchase in excess of \$5,000 for products, materials or services, Westrec may allow preference to a responsive bidder who certifies that their product or material contains the greatest percentage of post-consumer materials. If they are bidding on paper products, it may certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

Definitions under this section are as follows:

"Recovered Materials:" Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection or processing.

"Recycled Materials:" Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product

"Postconsumer Materials:" Materials which have been used by a business or consumer and have served their intended end use and have been separated or diverted from the solid waste stream for the purpose of recycling such as Newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26.25. Infringement of Patent, Trademarks or Copyrights.

Westrec agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damages or expense including attorney fees, arising from or by reason of any actual or claimed trademark patent or copyright infringement or litigation based thereon with respect to the services or goods or any part thereof covered by this Agreement, and such obligations shall survive the term of this Agreement.

27.26. Signage.

Westrec shall abide by the City's Sign Code attached hereto as Attachment 5.

Any changes to exterior signage must meet applicable codes, ordinances, and HDC and CRA district guidelines.

28.27. Condemnation.

(a) Total Condemnation.

If during the term of this Agreement or any extension or renewal of this Agreement, all of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Agreement will terminate, and the payments will be abated during the unexpired portion of this Agreement effective as of the date the condemning authority takes the said Area.

(b) Partial Condemnation.

If less than all, but more than ten percent (10%) of the MOA is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by the right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Agreement by giving written notice to the other party within sixty (60) days. If the said area is partly condemned and neither party elects to terminate this Agreement or if less than ten percent (10%) of the said area is condemned, this Agreement will not terminate, but the payments to be made will be adjusted equitably during the unexpired portion of this Agreement.

(c) **Condemnation Award.**

The City will receive the entire award from any condemnation, and Westrec will have no claim to that award or for the value of any unexpired term of this Agreement.

~~29.28.~~ **Mechanic's Liens.**

Westrec will not permit any mechanic's lien or liens to be placed on the MOA or on improvements to it. If a mechanic's lien is filed on the MOA or on improvements on it, Westrec will promptly pay it. If default in payment of the lien continues for ten (10) days after the City's written notice to Westrec, the City may, at its option, pay the lien or any, portion of it without inquiring into its validity. Any amounts the City pays to remove a mechanics lien caused by Westrec to be filed against the MOA or against improvements on the MOA, including expenses and interest, are due from Westrec to the City and must be repaid to the City immediately upon rendition of notice together with interest of twelve percent (12%) annually until fully paid.

The City's interest in the MOA is not subject to mechanic's liens for improvements made, or contracted for, by Westrec. Westrec must give written notification to all contractors making any improvements on the MOA of the provisions of this Agreement.

~~30.29.~~ **Indemnity.**

(a) **Westrec's General Indemnity.**

City hereby agrees to indemnify Westrec for claims brought against Westrec only to the extent that they are found to result from the sole negligence of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors, or third party agents of the City. This indemnification shall not be construed as a waiver of the City's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the City could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the City must comply with the procedures found in §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, and Article VII, Section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the City to only those damages caused by City's sole negligence, and specifically not include any attorneys' fees or costs associated therewith.

(b) **Environmental Indemnity.**

Westrec is responsible only for the payment of that portion of any cleanup cost for compliance with hazardous materials laws that arise during the term of this Agreement as a result of a discharge of hazardous materials directly attributable to the negligence of a Westrec employee. The City is responsible for all other cleanup costs, including all costs associated with environmental compliance at the Marina, and the City is responsible for insuring that any other responsible party participate in the clean up to the extent of its responsibility for relief. Westrec

shall indemnify, defend, and hold harmless the City from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen including without limitation counsel, engineering, or any other professional or expert fees, that the City may incur by reason of the negligence of Westrec employees during the term of this Agreement as set forth herein. This section survives the expiration or earlier termination of this Agreement.

31. 30. Alternative Dispute Resolution.

Westrec and the City agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any suit is filed.

32. 31. Current Marina Debt.

(1) Both parties recognize that there is existing current marina debt.

a. **Current Bonds.** The City previously issued tax-exempt debt in the amount of \$6.4 million to finance various improvements to the Marina. The debt service schedules are attached to this Agreement as Exhibit 1.

b. **Conversion of Tax Exempt Debt To Taxable Debt for "private activity" Use.** The City has outstanding indebtedness relating to marina improvements as set forth in Exhibit 2. Notes were issued in 2005 and 2009 to banks bearing interest at tax-exempt rates because under federal income tax law, the City qualified for the tax exemption as the owner and operator of the Marina.

(2) Westrec agrees to cooperate with the City to maintain this tax exemption, thus avoiding estimated maximum present value of the additional interest cost to the City of \$1,082,745.60. The City shall provide notice to Westrec, and an opportunity to cooperate with the City, as to the measures that may be necessary to protect the tax exempt status of the debt financing.

33. 32. Reservations.

Reservations are currently accepted up to four (4) months in advance. Westrec has provided an operations plan relating to reservations policy, including reservations, software, prepaying requirements and cancellation policies.

Any changes to the reservations policy must be approved by the City Manager.

34. 33. Facilities.

Westrec will maintain the premises in good order and in sanitary and safe condition.

Westrec shall provide one boat slip, as needed, for use by the City for a police boat at all times during the term of this Agreement.

35.34. Festivals and Special Events.

The City hosts a number of festivals and special events: primarily the Shrimp Festival the first weekend in May, the Kingfish fishing tournament in June, and July 4th fireworks show. Frequently these events draw boaters and fill marina slips. Some festivals and special events might have some impact on the Marina operations and Westrec will cooperate with the City and designated festival committees in planning activities to support the Marina .

36.35. Collection of Delinquent Accounts.

The City invoices its customers for dockage both in advance and in arrears depending on the nature of the business relationship. Routinely, the City has a list of delinquent accounts ranging from a few hundred dollars to several thousand dollars. The City routinely works with its customers to bring all delinquent accounts current. Westrec shall provide its collection policies and procedures and how they would be applied to the Marina Operations Area.

37.36. Use of Trademarks, Service Marks and Related Items

In providing its services under this Agreement, Westrec will use the name, trademark and service mark "WESTREC" and such other trademarks, service marks, logos, commercial symbols, insignia and designs as Westrec shall deem appropriate (collectively, the "Trademarks") and certain operations manuals and software (including operations, emergency procedures, personnel, risk management and accounting software and manuals), formats (including financial reporting and budgeting formats) and forms (including bookkeeping, accounting and lease forms) and software (collectively, the "Proprietary Material"). Westrec hereby grants City the nonexclusive, nontransferable right to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina all subject to Westrec's complete control. It is understood and agreed that Westrec shall have the right to use and license others to use the Trademarks and Proprietary Material elsewhere for any purposes whatsoever, including without limitation in the management and operation of other marinas. Immediately upon the expiration or termination of this Agreement, City shall (a) return to Westrec all materials bearing any of the Trademarks and all Proprietary Material without retaining any copies thereof, and (b) cease all use of the Trademarks and Proprietary Material by all means required, including without limitation changing all telephone listings using any of the Trademarks, removing all signs bearing any of the Trademarks, and using its best efforts to have existing tenants at the Marina sign new leases to replace their existing Westrec lease forms. Nothing contained in this Agreement shall give City any right, title or interest in or to any of the Trademarks or Proprietary Material, except the mere privilege and license during the term of this Agreement to have Westrec, for the benefit of City, use the Trademarks and Proprietary Material in connection with the management and operation of the Marina. City acknowledges and agrees that the Trademarks and Proprietary Material are the exclusive property of Westrec and that City now asserts and will hereafter assert no claim to any goodwill, reputation or ownership of any of the Trademarks or Proprietary Material. City shall not do or permit any act or thing to be done in derogation of any of Westrec's rights in any of the Trademarks or Proprietary Material, either during the term of this Agreement or thereafter. City shall not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Trademarks or Proprietary Material, the rights of Westrec therein, or the rights of Westrec or other licensees of Westrec to use the same, both during the

term of this Agreement and thereafter. The provisions of this section shall survive the expiration or termination of this Agreement.

37. Florida Public Records Law Requirements

Pursuant to Section 119.0701, Florida Statutes, Westrec shall: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Westrec within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Westrec does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

IN WITNESS WHEREOF, the parties hereby have executed this Marina Management Agreement as of the date first-above written.

CITY:

By: _____

Name: Joe Gerrity
Title: City Manager

Attest: _____

Name: Caroline Best
Title: City Clerk

WESTREC:

WESTREC MARINA MANAGEMENT, INC.

By: _____

William W. Anderson, President

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

RESOLUTION 2014-141

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ACCEPTING AND APPROVING A MANAGEMENT AGREEMENT AND A LEASE AGREEMENT WITH WESTREC MARINA MANGEMENT, INC.; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement; and

WHEREAS, the City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009; and

WHEREAS, the 2009 Management Agreement and Lease Agreement will expire in December 2014; and

WHEREAS, the City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice; and

WHEREAS, the management fees including the variable fees are included in the FY 2014/215 budget in the Marina Contractual account, 480-7500-575.3400.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that:

SECTION 1. The City Commission hereby accepts and approves the Marina Management Agreement, attached hereto as Exhibit "A", and the Lease Agreement, attached hereto as Exhibit "B", with Westrec Marina Management, Inc. to manage the Marina and lease the dockhouse building located at 1 North Front Street.

SECTION 2. The City Manager and City Clerk are authorized to execute both agreements on behalf of the City upon approval of the City Attorney.

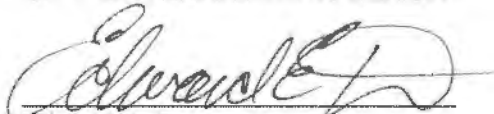
SECTION 3. This Resolution shall be effective immediately upon passage.

ADOPTED this 7th day of October, 2014.

ATTEST:


Caroline Best
City Clerk

CITY OF FERNANDINA BEACH


Edward E. Boner
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:


Tammi E. Bach
City Attorney



SOUTHERN REGIONAL OFFICE
801 North East Third Street, Dania Beach, Florida 33004
Phone 954-926-0300 ext. 4 Fax 954-922-5485
Email westrecsrmtv@prodigy.net

15 April 2014

Mr. Joe Gerrity, City Manager
The City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

RE: The Fernandina Harbor Marina

Dear Joe,

It was nice meeting with you last month regarding the Fernandina Harbor Marina and the renewal of Westrec Marinas' contract to manage the property on behalf of the City. You expressed the City's desire to reduce expenses, and we discussed possibly cutting full-time marina positions and replacing them with part-time staff. I am concerned how this might affect the quality of service we provide and Westrec's reputation for personalized service that we have established at the Marina since our management contract began. As a result of our discussion, I have given considerable thought to how we could reduce the expenses of the Marina without compromising customer service or impacting its operations. Therefore, I would like to propose the following changes (with the City Commission's approval) to go into effect upon renewal of our management agreement this Fall.

- 1) We will reduce the full time staff by only one person, changing one of the fuel dock clerk / dockhand positions to part-time seasonal employment for 8 months out of the year, with the position eliminated during the 4 winter months. By instituting this, the annual savings would be \$8,800.00.
- 2) Rather than cutting a second full time person to part-time seasonal in the same fashion as described above, and risk the quality of service that we are able to deliver to marina customers and the reputation we have built up there, we would instead reduce our annual management fee by \$8,800.00 (the value of making that change).
- 3) During the 4 winter months, (November through February) we would close at 6:00 pm instead of 8:00 pm corresponding with Daylight Savings Time. This would save an additional \$6,160.00.

Under this scenario, the City would retain Westrec's professional marina management services which include considerable promotion of the Fernandina Harbor Marina through our regional advertising and marketing program and all accounting and payroll operations for the marina, at a savings of \$23,760.00. (\$8,800.00 + \$8,800.00 + \$6,160.00). Westrec would like to renew our management agreement for a term of three years with two (one-year) options, the same time period as was our initial contract. I strongly believe that renewing Westrec's management contract for the operation of the Fernandina Harbor Marina provides far more than just numbers to the bottom line. Our company's experience and excellence in operations is widely known. If you have any questions regarding these proposed changes or anything with regard to our operations, please do not hesitate to contact me directly.

Best Regards,

Gary Groenewold
Vice President, Southern Area

GG/mtv

cc: Bill Anderson, Jeff Ellis, John Louis

File 1 Original
Fwd: 1 Original
to Westrec

CITY COMMISSION AGENDA ITEM
CITY OF FERNANDINA BEACH

SUBJECT: Resolution 2014-141
Lease and Management Agreement(s) – Westrec Marina Management, Inc.

DEPARTMENT: City Manager

ATTACHMENTS: ☐ Ordinance ☒ Resolution
☐ Support Documents ☐ Other

RECOMMENDED ACTION: Approve Resolution 2014-141

SUMMARY: On September 21, 2009, the City Commission selected Westrec Marina Management, Inc.'s ("Westrec") proposal to manage the City's Marina and authorized negotiations of an agreement. The City Commission approved a 5-year Marina Management Agreement and 5-year Lease Agreement for the dockhouse on December 15, 2009. The 2009 Management Agreement and Lease Agreement will expire in December 2014.

The City Commission wishes to enter into a new Marina Management Agreement and Lease Agreement with Westrec, and both can be terminated by the City or Westrec without cause by giving 90 days' notice.

The highlights of the new management agreement are:

- Reduction of one full-time position to a seasonal part-time position resulting in a savings of \$8,800 per year;
- Westrec Marina Management fee reduction in the amount of \$8,800 per year;
- The Fernandina Beach Marina will be closed during the 4 winter months (their slow season) at 6:00 pm rather than 8:00 pm resulting in a savings of \$6,160 per year.
- No change to the variable fee component of the agreement

Subsequent to these changes, the City will realize an annual savings of \$23,760.

FISCAL IMPACT: Management fees including the variable fee is included in the FY 2014/2015 Budget in the Marina Contractual account, 480-7500-575.3400.

CITY ATTORNEY COMMENTS: None

DEPARTMENT HEAD	Submitted by: Joe Gerrity City Manager	Date: 9/22/14
	Requested Agenda	Date: 10/07/14
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date: 9/29/14
CITY ATTORNEY	Approved as to Form & Legality	Date: 9/30/14
CITY MANAGER	Approved Agenda Item for 10/07/14	Date: 9/22/14

COMMISSION ACTION: ☒ Approved As Recommended ☐ Disapproved
☐ Approved With Modification ☐ Postponed to Time Certain
☐ Other ☐ Tabled

Approved at the City Commission Meeting
Held on 10/7/14
Voted: 50 Initial: JB



City of Fernandina Beach

OFFICE OF THE CITY CLERK

March 6, 2014

Michelle Van Lenten
Regional Coordinator
WESTREC MARINAS
Southern Regional Office
801 N. E. Third Street
Dania Beach, Florida 33004

RE: Lease and Management Agreements

Dear Ms. Van Lenten,

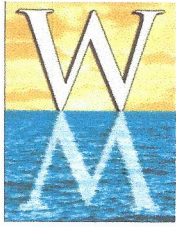
The Fernandina Beach City Commission at their Regular Meeting on October 7, 2014, approved Resolution 2014-141 approving a Management Agreement and a Lease Agreement to manage the Marina and lease the dockhouse building located at 1 North Front Street. Attached is a copy of Resolution 2014-141 and original executed Management and Lease Agreements for your files.

If you have any questions, please let us know.

Sincerely,
City of Fernandina Beach

A handwritten signature in cursive script, appearing to read "Caroline Best".

Caroline Best
City Clerk



WESTREC MARINAS

16633 Ventura Blvd.
6th Floor
Encino, CA 91436
(818) 907-0400
Fax (818) 907-1104

June 17, 2020

Mr. Dale L. Martin
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Mr. Martin:

Thank you for the opportunity to assist you in evaluating your options for management of the Fernandina Harbor Marina. We have been a partner with the City of Fernandina Beach in managing the marina for more than a decade and are committed to working with you in choosing the best way forward for the City and the Marina.

Each of the marina management companies that responded to the RFP are well known, experienced, and qualified to manage the Marina. We are well acquainted with all of them. As demonstrated in the summary provided by Stantec, the fee structure proposed by each is substantially similar. All proposals blend a fixed fee with an incentive-based percentage of Revenue or Income, and we believe that to be a sound approach to structuring an agreement.

Not all the responders have experience in managing marinas for municipalities. We believe that experience is particularly important in this case. The City of Fernandina Beach leadership is especially engaged in the oversight of the marina and it is imperative that the marina contractor have experience in operating in this environment. Again, each of the marina management companies that responded to the RFP could assist the City in managing the Marina but not all have experience with municipalities.

Westrec's position remains the same as previously communicated; we are happy to continue under the terms of our current Management Agreement. We have an experienced team in place at the marina and can continue managing the marina without the interruption of a transition. We were sidelined briefly when the City hired a Project Manager to manage the marina reconstruction but as the marina has been completed and turned back to us we are off to a very strong start, especially given the extraordinary challenges presented by the ongoing COVID 19 pandemic.

As we have mentioned in the past, if there are functional parts of the Agreement that need to be revisited, especially in sharing responsibilities with various City departments, we are open to that discussion.

We have one request should we be given the chance to move forward and that is a clear delineation of authority at the Marina (we believe this should be considered with anyone that you chose to manage the marina). The marina management contractor needs a single point of contact with the City. There should be one person, the City Manager, or a waterfront manager... that provides direction to the marina manager. Although an advisory board can be a tremendous resource to the City, and an active Commission is essential to vibrant leadership in the community, no one can serve more than one master. The marina management contractor should not receive direction from everyone in a leadership position in the City. We respectfully request that you address this topic in any agreement with a marina management contractor.

Finally, cost is an important factor in choosing a management company, or not. If the financial impact of this decision takes the lead, the City should consider bringing the marina management in-house. It appears that the City may have the required skills already in-house in the Project Management team. If you choose to explore this option, we are available to assist in getting this course of action organized.

The success of the Marina is based upon the ability to host a quality experience for both the long-term marina tenants as well as the visiting boater. The Marina has long been a favorite stopping point for the transient boater. Growing revenue, managing expenses, and maintaining the asset are the essentials to delivering on this experience.

Westrec Marinas remains available to assist you in delivering a quality marina experience, or, if you wish, facilitating the transition to the next chapter in Fernandina Harbor Marina's long history.

With best regards,

A handwritten signature in dark ink, appearing to read "Jim Frye", written in a cursive style.

Jim Frye, CMM
VP Westrec Marinas



Florida Floats, Inc.
dba Bellingham Marine

1813 Dennis Street
Jacksonville, FL 32204

(904) 358-3362
FAX (904) 354-4818
www.bellingham-marine.com

Unifloat® Supply and Installation Proposal

February 28, 2020

Mr. Joe Springer
Westrec
3 North Front Street
Fernandina Beach, FL 32034

Re: Fernandina Beach Marina Repairs – Concrete® Unifloat Materials

Dear Joe,

Thank you for the opportunity to present our quotation for the repairs needed at the Fernandina Beach Marina in Fernandina Beach, Florida. The purpose of this written proposal, (the "Proposal") is to present our offer to perform the work identified in this Proposal.

Our quoted price is: Sixty-Four Thousand, Seven-Hundred Sixty Dollars (\$64,760.00)

Prices quoted herein are contingent upon Bellingham Marine's receipt and review of all published plans, specifications, addenda, and/or other reports issued in reference to the project.

F.O.B.: Fernandina Beach, Florida.

1. The following items in this Section 1 are included in our Proposal:
 - 1.1. FABRICATED, TREATED (CCA) WOOD WALER SYSTEM - all walers to be Southern Yellow Pine, No. 1. Including 60' of 4" x 10" walers with shear plates and split rings. Walers to be used at the beginning of Dock D under the gangway area. Also included is 58 each 2" x 10" x 12' pieces of coverboard.
 - 1.2. GALVANIZED STEEL WELDMENTS - including 3 each 18" Notch/Internal Pile Guides and 1 each 16" Side Pile Guide for Timber Pile. SPG will need to be built out to reach wood pile.
 - 1.3. GALVANIZED STEEL HARDWARE - includes 164 each 9'-4 1/2" HDG thru-rods with lock washer, dock washer and nuts. Plan is to add 4 rods per float on both C & D docks. 8 each HDG thru rods for notch pile guide locations.

- 1.4. LOADING AND SECURING ON OUR TRUCKS WITH FREIGHT PREPAID TO FERNANDINA BEACH, FLORIDA.
- 1.5. ASSEMBLY AND INSTALLATION OF CONCRETE UNIFLOATS® REPAIR MATERIALS.
- 1.6. BUILDERS RISK – Deductibles shall be for the Buyer's account.
2. All items and quantities not specifically included in Section 1 above are *specifically excluded from this Proposal*. Excluded items include, but are not limited to, the following:
 - 2.1. SHORESIDE WORK – (our work commences at the top of the gangway).
 - 2.2. PILING, PILE DRIVNIG, OR PILE CAPS.
 - 2.3. MARINA UTILITY SYSTEM REPAIRS OR MODIFICATIONS. UTILITIES WILL NEED TO BE REMOVED BY OTHERS PRIOR TO BMI STARTING REPAIRS.
 - 2.4. CONCRETE UNIFLOAT® MODULES
 - 2.5. VINYL FENDERING OR CORNER BUMPERS.
 - 2.6. PEDESTRIAN GANGWAY RAMPS.
 - 2.7. CLEAT OR CLEAT ATTACHMENT HARDWARE.
 - 2.8. BULL RAILS.
 - 2.9. VINYL FENDERING AND CORNER BUMPERS.
 - 2.10. LOCKER BOXES.
 - 2.11. PERMITS AND LICENSES.
 - 2.12. SOILS TESTING OR ENGINEERING.
 - 2.13. TURBIDITY MONITORING.
 - 2.14. PILE DESIGN AND OTHER PROJECT ENGINEERING (other than shop drawings included in Section 1 above).
3. Other provisions:
 - 3.1. FREEBOARD: N/A, no float modules are being replaced.
 - 3.2. DESIGN CRITERIA: N/A, in-kind material repairs.

- 3.3. INFORMATION FURNISHED BY BUYER: BMI has based this Proposal upon information furnished by Buyer (if provided) and BMI has the right to rely upon the accuracy of that information. If information furnished by Buyer is incorrect and impacts the project schedule or cost to complete the work, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.
- 3.4. CONCEALED OR UNKNOWN CONDITIONS: In preparing this Proposal, BMI has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact BMI's performance of the work. If such conditions are encountered, BMI will be entitled to an adjustment in the contract amount, time for completion, or both.
- 3.5. STANDARD OF CARE: All design related services to be performed by BMI related to the terms and conditions of this Agreement shall be performed utilizing the normal ordinary and reasonable care usually exercised by one in BMI's profession, on the same or similar type of project, at the same time and in the same place, under similar circumstances and conditions.
- 3.6. SITE ACCESS: All loading and offloading is to be accomplished at the site in a mutually agreed upon location adjacent to the harbor and furnished at no cost by Buyer. An additional onsite area will be furnished under the same conditions for a storage container, parking and a small office trailer.
- 3.7. UTILITIES: N/A, no provisions for utilities will be made.
- 3.8. SCHEDULE: Project completion will occur within 12 weeks after receipt of approved shop drawings, based on our current production schedule and subject to the general conditions of BMI's standard agreement for construction. Production of concrete Unifloats® cannot commence prior to receipt of approved shop drawings.

In the event of any project delay caused by Buyer which is greater than thirty (30) days, Buyer shall pay BMI for all work completed and stored. Storage fees will accrue at the rate of 1.5% of the price quoted above, per month, commencing on the 31st day of delay.

- 3.9. PRICE VALIDITY: Prices are valid for firm orders placed within a period of thirty (30) days after quotation and are subject to reconfirmation thereafter.
- 3.10. PAYMENT TERMS: 25 percent deposit, balance due in accordance with BMI's standard agreement. Deposit shall not be subject to retention. Deposit amount shall be applied against the final invoice(s) on the project. Method of payment to be approved by BMI's credit department prior to start of production. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If BMI is required to employ an attorney to collect any amount due as a result of the default of Buyer, the Buyer shall pay all costs of collection, including reasonable attorney's fees and court costs.

Payment is not subject to retention.

Payment of retainage is not contingent upon Buyer's completion of project or receipt of retainage from owner.

Prior to commencement of project, Buyer shall provide evidence of financing satisfactory to BMI.

It is BMI's standard credit policy to send our customers notices compliant with state or federal laws about rights to lien property or bonds in the event of non-payment. This is a routine notice and is not a reflection on your credit worthiness.

- 3.11. **ASSESSMENTS & ADJUSTMENTS.** Any present or future taxes or any other government charges now or hereafter imposed by existing or future laws in connection with the transfer, use, ownership, or possession of any of the facility which BMI is required to collect and/or pay are in addition to the Contract Sum and will be charged to the Buyer accordingly.
- 3.12. **ENGINEERING/CODES/RESPONSIBILITY:** BMI does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals. Buyer hereby indemnifies BMI against any and all loss, damage, liability, claims, demands or causes of action arising out of or connected in any way with any act or omission on the part of the Buyer, or with inadequate, improper or erroneous design, plans, specifications, engineering, or information furnished BMI by Buyer including, without limitation, liability for patent or trade secret infringement claims.
- 3.13. **BACKCHARGES:** Backcharges for corrective work performed by Buyer or its representative will not be honored without BMI's prior written acceptance. BMI at all times retains the right to perform corrective work on its own behalf.
- 3.14. **WARRANTY:** BMI warrants that the individual concrete Unifloat® modules will be free of defects in materials and workmanship for a period of five (5) years from date of shipment, and that all other dock components (including, but not limited to, walers, weldments, filler slabs, hardware, and fiberglass components) will be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. If within the warranty period the materials are found to be defective, the Buyer must provide written notice of such defects within ten (10) days from the date the defects are discovered. Buyer's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by BMI. BMI is not liable for consequential or incidental damages resulting from such defects. BMI HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Unifloat® system is intended to be free-floating and located in protected installations such as those that exist behind a permanent fixed breakwater or floating concrete wave attenuator furnished by BMI. Specifically excluded from this warranty is disrepair, loss, liability, deterioration, or other damage to the Unifloat® system or its component parts and equipment as a result of any of the following: (i) conditions exceeding the Design Criteria; (ii) an anchoring system which fails to meet the minimum design working load capacity requirements identified in BMI's shop drawings; (iii) piles that are out of plumb; (iv) the expansion and contraction of surrounding ice; (v) contact with moving ice and other floating debris; (vi) abuse, misuse, accident, neglect, grounding, or improper or insufficient maintenance (including failure to keep pile free of ice); (vii) damage to the Unifloat® system or its component parts during installation when not installed by BMI; or (viii) repair or alteration by any person not authorized by BMI.

In the event any bonds are provided for this project, the bonded duration of this warranty shall be one (1) year.

- 3.15. INDEMNIFICATION: The Buyer shall assume all liability, including but not limited to liability for injury to person or property, economic loss, and business interruption, for claims arising from the actual use of any equipment, products, or materials furnished by BMI, and agrees to indemnify and hold harmless BMI from any and all claims, demands, actions, or suits arising from the use of such products, materials, or equipment, including reasonable attorney's fees and costs.
- Notwithstanding anything herein to the contrary, BMI's cumulative liability to Buyer will under no circumstances exceed the total amount paid to BMI. In any case BMI WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOST RENTS, AND RENTAL OF REPLACEMENT OR TEMPORARY FACILITIES, OR FOR LOSS, DAMAGES, OR EXPENSE DIRECTLY, OR INDIRECTLY, ARISING FROM THE USE OF ANY PRODUCTS OR ANY INABILITY TO USE THEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE.
- 3.16. NON-UNION CONTRACTOR: BMI is a non-union contractor and its quotation is expressly conditioned on Buyer's agreement that BMI will not be required to become signatory to any union agreement in connection with the project. Language to the contrary in any purchase order or subcontract will not be accepted by BMI.
- 3.17. CAUTION: Float systems are unstable when placed in water prior to assembly in their final intended configuration. Modules or subassemblies should be handled with care during installation and should never be stood or walked upon prior to finished assembly.
- 3.18. POWER CENTERS: Power centers and pedestals included in this Proposal contain twist lock and/or pin and sleeve outlets designed for **shore power only** and are only to be used in conjunction with a "UL-Marine" listed shore power cord.
- 3.19. WARNING: BMI has been notified by its wood preservers that the chemicals used in the wood treatment process are known to cause cancer.
- 3.20. CLAIMS Definition: A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment or money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the Buyer and BMI arising out of or relating to the contract including, but not limited to, Claims against officers, directors, employees or consultants of a party for matters arising out of or relating to the Work under the contract. Claims must be made by written notice. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- Time Limits on Claims. Claims by either party must be made within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been resolved by Change Order will not be considered unless submitted in a timely manner.
- 3.21. DISPUTES
- Arbitration. Controversies, disputes or claims in an amount up to and including \$250,000 arising out of, in connection with, or in relation to the interpretation, performance or breach of this Proposal, including any claim based on contract, tort, or statute shall be referred to final and binding arbitration administered by and in accordance with the then existing Construction Industry Arbitration Rules of

the American Arbitration Association, and judgment upon any arbitration award may be entered by any state or federal court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney's fees and costs. Arbitration shall be heard and determined by a single arbitrator, the location of the arbitration hearings shall be San Francisco, California, USA.

In the event a dispute between the parties is referred to arbitration, as soon as practical after selection of the arbitrator, the arbitrator or his/her designated representative shall determine a reasonable estimate of anticipated fees and costs of the arbitrator and render a statement to each party setting forth that party's pro rata share of said fees and costs. Thereafter, each shall, within ten (10) days of receipt of said statement, deposit said sum with the arbitrator. Failure of any party to make such a deposit shall result in the forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, which shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

Unless otherwise agreed in writing or otherwise provided herein, the BMI shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Buyer shall continue to make payments to the BMI in accordance with the contract documents.

Litigation. Controversies, disputes, or claims in excess of \$250,000 arising out of, in connection with, or in relation to the interpretation, performance or breach of this Proposal, including any claim based on contract, tort, or statute shall be resolved in a court of competent jurisdiction in the venue agreed to herein. The presiding judge shall determine which is the prevailing party and shall include in the award that party's reasonable attorneys' fees and costs. The laws and venue of proceedings shall be the place of the Project.

Mediation. In the case of either arbitration or litigation, the parties agree that mediation shall be a condition precedent to any arbitration hearings or trial. The parties hereby stipulate that the arbitrator or judge shall include in any scheduling order deadlines for: (a) the appointment of a mediator; and (b) the mediation. In the event the parties are unable to agree on a mediator by the required deadline, the arbitrator or judge shall appoint a mediator. The arbitrator or judge may, at their discretion, ask for input from the parties with respect to the appointment of a mediator. The location of the mediation shall be established by the mediator.

The laws of the place of the Project, including that state's choice of law rules, shall apply to all proceedings.

- 3.22. Notwithstanding any other provision of this Proposal, BMI and the Buyer waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Proposal and/or to any claims or disputes arising out of or related to this Proposal.
- 3.23. CONTRACT DOCUMENTS: The Contract Documents, in addition to this Proposal, will include BMI's standard agreement for construction.

In the event Buyer's acceptance of this Proposal includes terms additional to or different from this Proposal, Buyer's acceptance is nevertheless effective, and the terms of this Proposal control. Notification of objection to all such additional or different terms is hereby given.

We hope this Proposal contains sufficient detail to permit your fullest evaluation. Please feel free to contact us at any time for further information.

Sincerely,

Matthew Anderson

Manager of Project Development
Florida Floats, Inc.
dba Bellingham Marine ("BMI")

____:____

Approved: _____

Project Address:

Address

Address

City, State, Zip

Project Owner Information:

Legal Name of Owner

Address

City, State, Zip

Delay in BMI's receipt of the above information, may delay the product delivery schedule.

A signed copy of this quotation will serve as acceptance and agreement by the Buyer to purchase the materials and/or services described herein.

Dated: _____ By: _____

(printed name and title)

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #2020-05
IMPROVEMENTS TO EXISTING BELLINGHAM DOCKS NORTHERN BASIN DOCKS TWO AND THREE

SCOPE OF WORK

FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPERVISION NECESSARY TO COMPLETE THE IMPROVEMENTS DETAILED BELOW TO DOCKS NORTH TWO AND NORTH THREE.

1. **WALERS** - remove and replace walers on docks North 2 and North 3 - replace all weathered and damaged boards -
 - a. SPEC - SYP CCA #1 - 4"x10" walers w/shear plates and split rings
 - b. Exception of approximately 64' of new waler on North 2
2. **COVERBOARDS** - remove and replace **all** on docks North 2 and North 3
 - a. 2"x10"x12', approximately 696 feet total
 - b. SYP CCA #1
3. **RUB RAIL** - remove and replace **all rub rail**- North 2 and North 3
 - a. Including Universal corner pieces
 - b. Match similar to dingy dock rub rail
4. **INTERNAL PILE GUIDES** -
 - a. Replace a total of 3-4 complete guide sets as needed -
 - b. Spec- 18" galvanized steel with internal rollers
 - c. Replace and reconnect connection bolts as needed- connection bolts are missing; pile guides and roller housings are slipping. Approx. 5 pile guides to be addressed for this issue.
 - d. Remove excessive rust on nuts, plates and internal pile guide frame
5. **EXTERNAL PILE GUIDES** - replace one - dock North 3
 - a. 16" galvanized steel built out to accommodate existing timber pile
6. **THROUGH RODS** - install additional **172 fiberglass** through rods (9'3" x ¾")
 - a. For a minimum of four rods per 8ft dock section
 - b. Install rods at internal/notch pile guide locations
7. **PILING CAPS** - replace 10 piling caps and one conical piling cap

BID ALTERNATE - **HDG THROUGH RODS** - install additional 172 **HDG** through rods (9'3"x ¾").

PLEASE INCLUDE AS AN ALTERNATE LINE ITEM/QUOTE COMPARING FIBERGLASS TO HDG.

- a. Including all necessary galvanized connection/fastening parts
- b. Hot dip threaded rod ends to prevent exposure and rust

BID SUMMARY SCHEDULE

Bid publication:	April 24, 2020
Pre-bid meeting:	April 30, 2020
Last date for questions:	May 5, 2020
Addendum published:	May 8, 2020
Bid opening:	May 14, 2020

Rolyan Buoy

ORDER ACKNOWLEDGEMENT

NUMBER	PAGE
273430	1

W68N158 Evergreen Blvd.
Cedarburg, WI 53012

Phone: 262-387-8728 Toll Free: 888-269-2869

Fax: 866-790-3298

E-mail: Sales@RolyanBuoys.com

Web Site: www.rolyanbuoys.com

B
I
T
L
O
L

CITY OF FERNANDINA BEACH
FERNANDINA HARBOR MARINA
3 NORTH FRONT STREET
FERNANDINA BEACH, FL 32034

S
H
T
I
O
P

CITY OF FERNANDINA BEACH
FERNANDINA HARBOR MARINA
3 NORTH FRONT STREET
FERNANDINA BEACH, FL 32034

Customer No. 180875

Ship To No. 1

DATE	TERMS		CUSTOMER PO	SHIP VIA	FREIGHT BASIS	
3/10/20	NET 30		031020RB	CHR	FOB Destination	
QUANTITY	U/M	PART NUMBER	DESCRIPTION	REQUESTED SHIP DATE	UNIT PRICE	
4.00	EA	B2400MB	MOORING BUOY 24"	4/07/20	183.750	
12.00	EA	B1461BV	LETTERS 3" BLACK VINYL ALL CAPS	4/07/20	.000	
56.00	EA	B1462BV	LETTERS 1" BLACK VINYL	4/07/20	.000	
		* * BUOYS HAVE 3" BLACK LETTERS TWO SIDES 1 EA. BUOY "1" 1 EA. BUOY "11" BUOYS HAVE 1" BLACK LETTERS ONE SIDE BELOW 3" NO. "PERMIT NO. 06-631" * * *****CHR/R&L QT#770204466				

All Prices are U.S. dollars. Any taxes, customs fees, etc.
are additional, if applicable.

Rolyan Buoys assumes no responsibility arising
from the selection or installation of any buoys, floats, or barrier
systems based upon our suggestions.

Rolyan Buoys requires a signed written
authorization for amounts over \$2500.00.

FREIGHT	171.00
SALES TAX	.00
TOTAL	906.00



Fernandina Harbor Marina

Oil Discharge Site Specific Contingency Plan

OSRO/OPA-90 AGREEMENT
Activation Number: 20FLBR0027

This OSRO/OPA-90 Agreement ("Agreement") is made this 13th day of February 2020, by and between Moran Environmental Recovery (MER) whose corporate office is located at 75 D York Avenue, Randolph, MA 02368, Fernandina Beach, City of (Client) whose office is located at 1 Front Street, Fernandina Beach, FL 32034. MER hereby agrees to be named as Client's Spill Response contractor pursuant to the Oil Pollution Act of 1990, in the Jacksonville, FL, Savannah, GA, Charleston, SC, Hampton Roads, VA, Delaware Bay, Long Island, NY New York, NY, Southern New England, Boston, MA and Northern New England USCG Captain of the Port ("COTP") Zones. The following conditions will apply:

1. Client may at any time during the term of this Agreement request MER to deploy all or part of the equipment and manpower listed in its response resource inventory for the purpose of oil and hazardous material spill response activities. Upon receipt of any such request, MER shall use good faith efforts, subject to availability, to deploy such equipment and personnel within the above referenced COTP Zones. Schedule I to this Agreement identifies MER Response Coordinators and emergency contact phone numbers.
2. A verbal deployment request by Client shall be followed-up in writing immediately by Client and shall include the following information:
 - a. Client name and name and telephone number of the Client's authorized official for overseeing spill response.
 - b. The name and call sign of the vessel or the location of the facility where spill occurred.
 - c. The name of the Qualified Individual and the Federal on Scene Commander.
 - d. The location of the spill.
 - e. Estimated quantity and type of oil discharged.
 - f. Estimated time of incident.
 - g. Weather conditions at the spill location
 - h. Condition of vessel or facility.
 - i. Amount/type of equipment and number of personnel requested.
3. Services will be provided on a time and material basis as set forth on the MER rate sheet dated attached as Schedule II to this Agreement. The Schedule II rate sheet may be amended by MER annually upon 90-calendar day prior written notice to Client.
4. MER shall invoice weekly for work performed. Invoices are payable upon receipt. Invoices unpaid for than ten (10) days shall bear interest at the rate of 1.5% per month on the maximum amount allowed by law.
5. MER shall maintain insurance during the term of this Agreement insurance for its equipment and personnel. A copy of MER's current insurance certificate is attached as Schedule III to this Agreement.
6. Notwithstanding anything to the contrary herein, MER shall not be required to comply with any request to deploy equipment and/or personnel when prevented from doing so by causes or forces beyond our control (including but not limited to, acts of God and the public enemy, the elements, fire, accidents, breakdowns, strikes and any other industrial, civil or public disturbance, inability to obtain materials, supplies, permits or labor, and any laws, orders, rules, regulations, acts or restraints of governmental authorities, civil or military) or where, in the sole judgment of MER, circumstances exist that present an unreasonable risk to life or property.
7. MER's OSRO Classification Summary can be found on the OSRO Matrix on the USCG National Strike Force Coordination Center's website. This summary contains MER's classifications by operating area and selected COTP Zones as referenced above.
8. MER shall not be obligated to provide any services under this Agreement in any state, county, parish or territory which does not, by statute, extend responder immunity protections to emergency response organizations to oil spill or other environmental emergencies.

9. This Agreement shall be construed in accordance with the laws of the State of Florida.
10. If, for any reason, MER is unable to respond to Client's request for emergency oil spill response services with adequate resources on a timely basis, MER will promptly notify Client and will assist Client to identify alternate emergency response resources.
11. This Agreement shall be in effect for a term of one year from date of execution or until cancelled by either party, with or without cause, upon 30 days prior written notice to the other party. It is understood and agreed that this Agreement may be amended only in writing and that such written amendment shall be signed by both parties.
12. An annual fee of \$550 is payable by Client to MER for the administration and maintenance of this Agreement. The annual fee invoice is enclosed and is payable upon receipt and execution of this Agreement. Annual renewal contracts and consecutive term invoices will be provided 30 calendar days in advance of each contract renewal date. Failure of Client to pay the initial or subsequent renewal administration fees will result in automatic contract termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CLIENT: Fernandina Beach, City of

Name: _____

Signature: _____

City Manager

Title: _____

MORAN ENVIRONMENTAL RECOVERY, LLC

Name: _____

Signature: _____

Title: _____

Florida Local Government Prompt Payment Act.

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTEST:

By: Caroline Best

Printed Name: Caroline Best

Title: City Clerk

Date: 3/12/20



DOWN UNDER TANK TESTING OF FLORIDA, INC.

PRECISION UST SYSTEM TESTING

[Home](#)

[About This Company](#)

[Products & Services](#)

[Contact Us](#)

[Clients](#)

[Online Reporting](#)

Request Service

Date of Request: 3/6/2020

P.O. Number: FHM200304

Company Address:

Name: ! City of Fernandina Beach
Address: 204 Ash Street
Address:
City: Fernandina Beach
State: FL
Zip: 32034

Facility Address:

Name: ! Fernandina Harbor Marina
Address: 3 S. Front Street
Address:
City: Fernandina Beach
State: FL
Zip: 32034

Scheduling:

Person
Requesting Test: Joe Springer
Date Needed: 03/11/2020
Date Preferred: 03/11/2020
Contact Name: Joe Springer
Contact Email: ! jspringer@fbfl.org
Phone: 9047530203

UST(s)

Qty.

Type

- 1 Double Wall Steel (DWS)
Double Wall Fiberglass (DWF)
Single Wall Steel (ST)
Single Wall Fiberglass (F)

Tank

Manufacturer: Modern

Size of Tank(s): , 20 , 000

AST(s)

Qty.

Type

- Double Wall Steel (DWS)
Double Wall Steel/Concrete (DWSC)
Single Wall Steel (ST)

Tank

Manufacturer:

Size of Tank(s):

Certification Tests and Inspection

- Line Leak Detector Test (mechanical/electronic)
Monitor Operability Certification (ATG)
Vacuum Gauge Certification
Hydrostatic Product Line Test (Fuel)
Breach of Integrity Test - Tank (DW)
Breach of Integrity Test - Line (DW)
Pressure Test - Tank (Nitrogen)
Pressure Test - Line (Nitrogen)

1

- Pressure Decay Test (NESHAP/Fac 62-252)
Pressure / Vacuum Vent Valve Test
(NESHAP/Fac 62-252)
Precision Tank Tightness Test
Containment Test - Spill/Overfill Bucket
Containment Test - Dispenser Pan
Containment Test - Piping Sump
Formal External Inspection (STI SP001)
Monthly Visual Inspection









FDC

DOCK #1

WATER
SPECIMEN





ed by:





DOCK
MASTER

3 S.
DOCK MASTER

DOCK
MASTER

3 S.
PORT

NO

NO
SMOKING

BOATER'S
LOUNGE



