

MEMORANDUM OF AGREEMENT
BETWEEN
PORT EVERGLADES PILOTS, INC.
AND
BROWARD COUNTY, FLORIDA

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered into this _____ day of October, 2017, by and between Port Everglades Pilots, Inc., hereinafter referred to as ("Pilots"), and Broward County, a political subdivision of the state of Florida, acting by and through its Board of County Commissioners hereinafter referred to as ("County").

WITNESSETH, THAT:

WHEREAS, County owns and has jurisdiction over the development, operation and maintenance of Port Everglades located in Broward County, Florida; and

WHEREAS, Pilots are licensed and regulated by the state of Florida, and provide pilotage services to cargo vessels calling Port Everglades; and

WHEREAS, Pilots have determined that with the utilization of Portable Pilot Units, larger container vessels handling 10,000 TEUS with a 1,138 ft. length and 150 ft. beam could be safely navigated into Port Everglades; and

WHEREAS, Portable Pilot Units can be generally described as a portable computer based system that an attending pilot brings onboard a vessel to use as a decision-support tool for navigating in confined waters; and

WHEREAS, Portable Pilot Units have the latest technology, and would be used in conjunction with SealQ software on a tablet or other portable device carried onboard a cargo vessel by the attending pilot; and

WHEREAS, utilization of the Portable Pilot Units will allow Port Everglades to remain competitive with other seaports as cargo vessels continue to increase in size; and

WHEREAS, Portable Pilot Units when combined with the attending pilot's local knowledge, experience and training, provide a great element of safety unmatched by any other equipment available on the market; and

WHEREAS, County has determined that a Portable Pilot Unit will greatly assist an attending pilot to safely and securely navigate the larger cargo vessels in and out of Port Everglades, and help contribute to the overall growth and expansion of the cargo business at Port Everglades.

NOW THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. County shall reimburse Pilots in an amount not to exceed Sixty-two Thousand Seven Hundred Sixteen Dollars (\$62,716) for the following number of Portable Pilot Units and related equipment and professional training services:

Navicom Dynamics Channel Pilot MK3 \$4,090/ea. X 5	\$20,450
SealQ software (\$30/mo. Per user X 17) \$6,120/yr.	\$12,240/2yrs
iPad Pro device 10.5 inch display \$799/ea. X 17	\$13,583
iPad Protective Case \$129/ea. X 17	\$ 2,193
Sling Bag for transport \$50/ea. X 5	\$ 250
Professional training on the use of PPU's	<u>\$14,000</u>
TOTAL	\$62,716

2. Pilots shall be responsible for all maintenance, repair and replacement of the Portable Pilot Units and related equipment at its sole cost and expense.

3. Pilots shall obtain all required software subscription updates and warranty protection plans as it deems necessary for the Portable Pilot Units at its sole cost and expense. The Portable Pilot Units and related equipment shall at all times be deemed to be the property of Pilots.

4. In the exercise of their respective responsibilities under this Memorandum of Agreement, the parties hereto each act in an independent capacity, and no partnership, joint venture, or other joint relationship is created hereby. County does not extend to Pilots or Pilots' agents, any authority to bind County in any respect whatsoever.

5. Neither Pilots nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

7. This Memorandum of Agreement may be modified or amended only by written agreement of the parties hereto.

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Pilots

WITNESSES:

PORT EVERGLADES PILOTS, INC.,
a Florida corporation



(Signature)

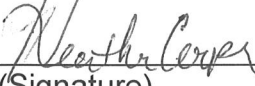
By  10/6/17
Signature (Date)

BEN ROSSON

(Print Name)

Todd J Cooper Co-Managing Pilot

Print Name and Title



(Signature)

Heather Cooper

(Print Name)