

Saint Johns County Airport Authority

Board Workshop
Northeast Florida Regional Airport (UST/KSGJ)

Airport Conference Center, Monday, June 3, 2024, 4:00 pm

Authority Board Members:

Board Chair: Reba Ludlow, Members: Michelle Cash-Chapman; Dennis Clarke; Jennifer Liotta; Robert Olson

Agency staff and Legal Counsel:

Courtney Pittman, Jeremiah Blocker, Chad Roberts, Lisa Miles

Members of the Public, including:

Andrew Holesko & Matt Singletary of Passero Associates, Jack Gorman, Ross Berry and Julie Berry, Member-Owners of Shandon, LLC consultancy, Heather Lane Neville, Member-Owner of We Are Planning, LLC consultancy

Ms. Ludlow called the meeting to order at 4:00 pm.

Following the Pledge of Allegiance, Ms. Ludlow noted that members of the public were invited to ask questions and offer comments throughout the workshop.

T-Hangar Compliance Audit. Mr. Roberts discussed the results of a recent compliance audit conducted by staff. He noted that it is imperative for the Authority to treat all tenants equally. Periodically, the Authority conducts such audits to insure that hangars are being used for the storage of aircraft and not for other, non-aeronautical personal property, such as automobiles and boats. When non-compliant property is found during an audit, the Authority sends a “show cause” letter, notifying the tenant that they have 15 days to prove that the lease should not be terminated. During the recent audit, three clear cases of non-compliance were identified, with another five to ten warranting additional follow-up.

Florida Airports Council Conference. Ms. Ludlow noted that the 2024 FAC 55 Annual Conference [[Florida Airports Council](#)] will be held in Miami, Florida from Sunday August 11 through Wednesday, August 14, 2024, should anyone wish to attend. Mr. Roberts noted that he will be in attendance and that the conference and breakout sessions are highly informative.

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Financial Consultants Presentation. Mr. Ross Berry, the principal owner-member of Shandon, LLC, of Ponte Vedra Beach, Florida [[Home - Shandon Enterprises, LLC \(shandonllc.com\)](http://shandonllc.com)], gave an overview of his company, his personal qualifications as a 30-year business consultant, pilot, and FAA certified A&P mechanic, the qualifications of his professional staff members, many of whom have been employed by Shandon for up to 30 years, and the scope of the project to review and overhaul the Authority's accounting and administrative systems. A copy of Mr. Berry's presentation is attached.

Intergovernmental Agreements. Mr. Blocker noted that he has met with the County Administrator and the County's Attorney and that a draft of an MOU and agreement, including collaboration with county services and the associated costs, is underway.

Proposal for the Appointment of a Chief Administrative Officer (CAO). Upon entering the meeting, board members received an undated and unsigned proposal (attached) to appoint a CAO. The proposal did not address whether the new position would report to the Executive Director or the Board. Mr. Clarke asked Attorney Blocker whether the Authority's charter permitted the appointment of another executive on the level of the Executive Director. Mr. Blocker answered in the affirmative. Ms. Ludlow agreed to place the item on the agenda for the next regular meeting.

Wetland mitigation credits. Although the matter was not on the agenda, Ms. Liotta inquired about a recent federal court case involving wetland mitigation credits. Mr. Blocker answered that in his opinion, the case in question will not impact the Authority's current wetland credit acquisition. Mr. Olson opined that if the case could slow down the Authority's acquisition, that it would be in our interest to speed up the process. Mr. Blocker stated that no court has imposed an injunction that would interfere with the Authority's current transaction.

Workshop Meeting Suspended. The meeting was suspended at 5:02 pm, to conduct the published Special Meeting to discuss the Proposed Gun Club Parcel Acquisition Agreement.

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Workshop Meeting Reconvened. After a brief recess following the Special Meeting, the Workshop was reconvened at 5:38 pm.

Current (proposed) Staffing. Ms. Ludlow noted that the earlier discussion about the CAO proposal included some discussion about the current staffing level and that more information would be forthcoming during the budgeting process.

Current Expenditures and Alignment to Airport's True priorities. Ms. Ludlow asked whether we need to discuss expenses, given the earlier discussion about the Financial Consultant's work to upgrade the accounting and administrative systems. Ms. Liotta opined that vendors do not make executive decisions and that Accounting is not the entity to make such decisions. *(A few minutes later in the meeting, Mr. Berry clarified that Shandon's role was to advise management and the board, not to make executive decisions.)*

Mr. Olson stated that he was interested in hearing about (so called) "frivolous" contracts and expenses. Mr. Pittman replied that Shandon's deep dive into the Authority's books and records has revealed several unnecessary expenses and practices that have already been discontinued.

Mr. Blocker reiterated his earlier statement that the Authority's Charter requires an Executive Director and that the Board has discretion to appoint another direct report *(to the Board)*.

Mr. Olson opined that the Interim Director should not make a lot of staff changes while the Authority was looking for a permanent Executive Director. Mr. Pittman replied that he had only sought to replace line staff and not managers at this time. Ms. Cash-Chapman said that she would appreciate being informed of staff changes before learning about it at a public meeting.

Mr. Roberts offered to clarify that when defining the potential roles for multiple direct reporting to the Board, the Authority's policies and procedures contemplated that the Executive Director position was the decision maker for "Final Agency Action" as contemplated by the Florida Administrative Procedures Act, which triggers appeal rights for persons seeking the Board's review of actions taken by staff.

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Ms. Ludlow asked Mr. Pittman if he had any other comments on current expenses. Mr. Pittman replied that he had stopped contracts and expenditures that were found to be excessive or unnecessary.

Ms. Liotta then stated that she would like to have the current “PR” contracts terminated. There was a brief discussion about the potential issues with keeping a PR contract that is not actively being used and the confusion it may cause. Ms. Cash-Chapman said she would like to see any contracts before the June 10 meeting in case a vote was required at that regular meeting. A copy of each of the two “PR” contracts is attached.

Executive Director Search. Turning to this topic, Ms. Ludlow stated that she would (or had) contact the Florida Aviation Council, for recommendations on executive search firms. Ms. Ludlow then stated that the Authority should ask the HR consultant to expand on the compensation survey. Ms. Liotta suggested that the Authority consider comparing the compensation of a variety of positions that are similar in technical requirements and duties as those of the Authority. Mr. Berry recommended that “salary” be one element within the larger category of compensation when requesting the information from the HR consultant. Mr. Clarke suggested that we obtain at least 30 samples of compensation, so the results are statistically significant. All agreed in principal on the need for accurate compensation data.

We Are Planning, LLC consultancy. Ms. Heather Lane Neville, principal of We Are Planning, LLC, then reported on her recently suspended contract (*copy attached*) that was signed by the former Executive Director. Ms. Neville described the services her firm offers, including strategic planning, creative funding strategies, and unique approaches to public and private capital expansion, infrastructure and land use planning, among others. Ms. Liotta opined that the Authority should maintain the status quo, for the time being, and terminate the contract with We Are Planning, LLC.

T-Hangar Project. Mr. Olson stated that he wanted to discuss the T-Hangar projects, although the topic was not on the agenda. Mr. Olson is particularly concerned about the funding gap, or

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the difference between the cost of the various phases of the project and the approved FAA and FLDOT grants. Mr. Roberts offered a recommendation that the Authority proceed with hangars designated “A” and “J” and use excess FAA and FLDOT funds to initiate preparation of the “T” block site. He further suggested, supported by Messrs. Holesko and Singletary of Passero Associates, that we defer the hangar blocks, denoted on the charts as “Green” areas, as well as the new hangar doors on “K”, “L” and “M” hangars. The doors on the latter blocks have been found to be adequate and not in need of immediate replacement.

Mr. Clarke then opined that, in the past, the Authority has not considered using debt to fund the construction of hangars or other income producing assets. Mr. Clarke noted that there are currently over 300 individuals and businesses waiting for access to the airport and what we have is a shortage of assets, not a shortage of potential income. Directing his comments toward Mr. Berry, Mr. Clarke said that an output of the new financial regime should be long range financial planning proving that the marginal revenue to be earned from building new hangars will be more than sufficient to service the new debt and marginal operating and maintenance costs.

Shade Meeting to be scheduled. Mr. Blocker noted that. An executive session SHADE meeting will be scheduled to discuss possible legal action concerning a former employee. The topic will be discussed in the next board meeting on June 10th.

Legislative Workshop. There was a brief discussion about the timing and feasibility of holding a workshop for local and state legislative delegations.

Wait List and Deposits. Ms. Cash-Chapman expressed her desire to keep the topic of the Wait List and Deposits on the agenda for future meetings.

Next Arrangements. Additional topics for future meetings and guidance for staff were discussed, as follows:

1. Draft budget to be ready by August for board review.
2. Add the proposal for the Chief Administrative Officer to the agenda for the next meeting.

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3. Develop and finalize the lease agreement with the gun club.
4. Communicate with the Florida Airports Council for information on employment searches.
5. Schedule an executive session SHADE meeting.
6. Discuss bid award components in the next board meeting on the 10th.
7. Mr. Pittman to provide further guidance on specific expenditure details if requested.
8. Mr. Pittman to keep the board informed about staff changes via email.
9. Distribute copies of the PR contracts to the board members and attorneys for review.
10. Include the review and decision on the PR contracts in the agenda for the next meeting.
11. Determine which search firm to begin with.
12. Call additional airports to gather more salary data, which may be outsourced to the HR consultant.
13. Discuss waitlist updates and deposits at the next meeting.
14. Authorize the contract on the hangars at the next meeting.

Additional Carry Forward Topics

- **Compass Point**
- **Historic Building Plan Progress**
- **ILS update**
- **Solano land lease**
- **Volato Land Lease**

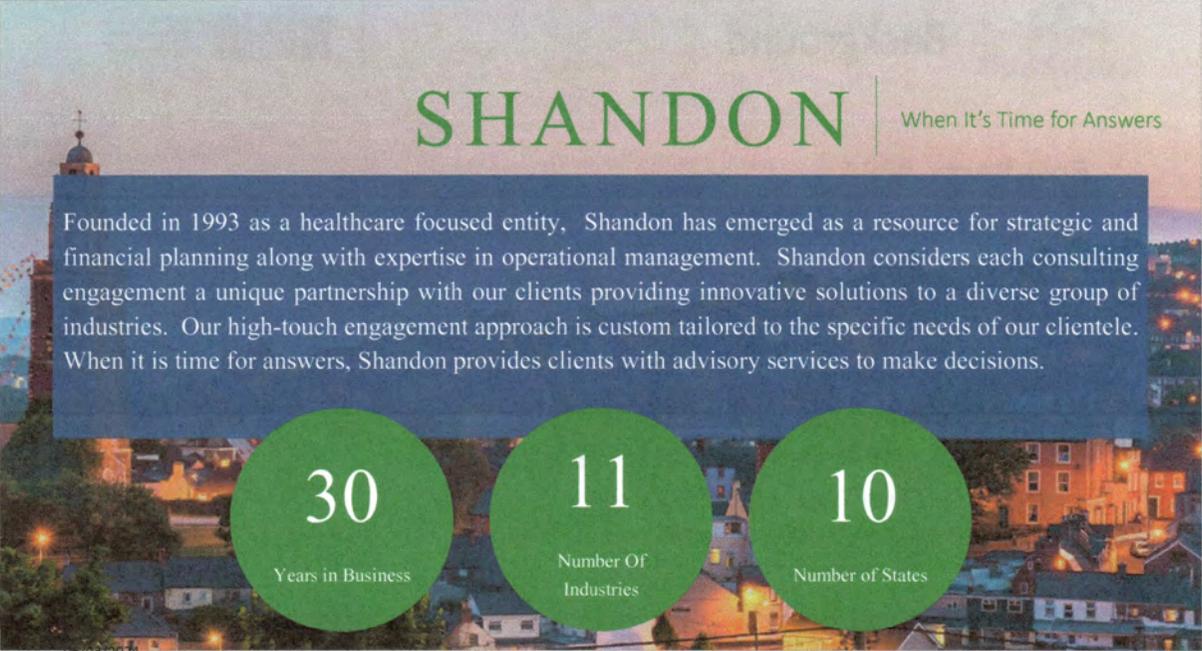
Adjournment. There being no further business to discuss, Ms. Ludlow adjourned the meeting at 6:50 pm.

Signed: *Dennis M Clarke* Date: June 6, 2024

Dennis M Clarke, Secretary/Treasurer

AIRPORT AUTHORITY WORKSHOP 06/03/24 1600

- T-Hangar Compliance Audit- Chad Roberts
- Info: Florida Airports Council Conference Sunday August 11 – Wednesday August 14, Miami
- Wait List Updates and Deposits
- Financial Consultants Presentation
- Intergovernmental Agreements
- Current Staffing
- Current Expenditures and Alignment to Airport's True priorities
 - a. Remove frivolous contracts and expenses
- Executive Director Search
 - a. Compensation Survey



SHANDON

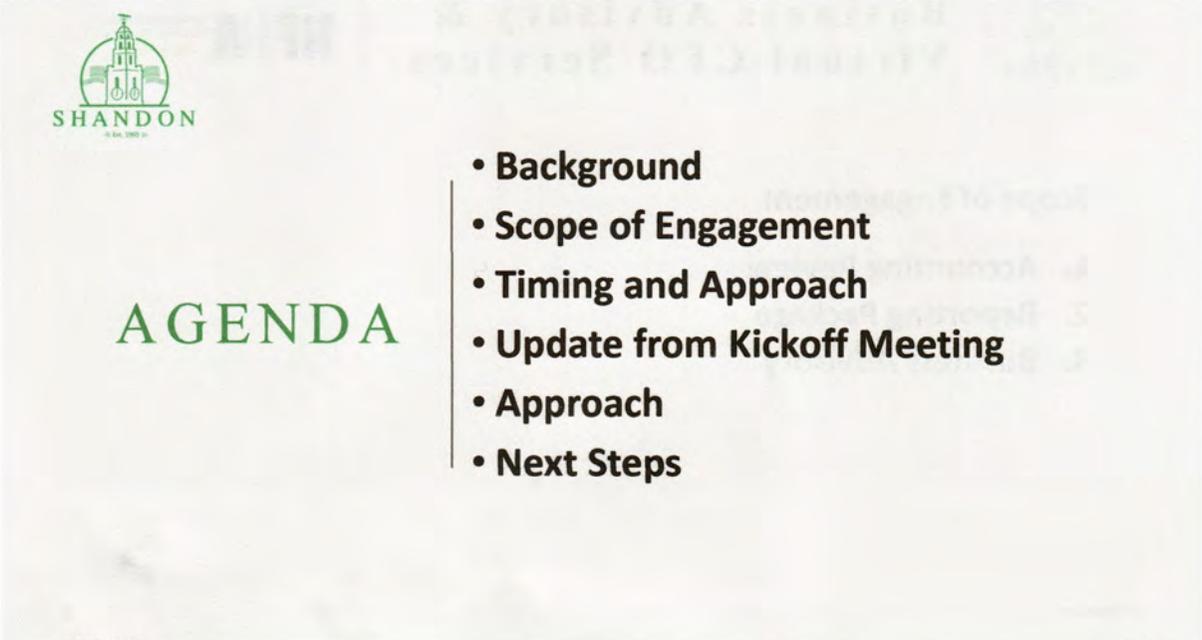
When It's Time for Answers

Founded in 1993 as a healthcare focused entity, Shandon has emerged as a resource for strategic and financial planning along with expertise in operational management. Shandon considers each consulting engagement a unique partnership with our clients providing innovative solutions to a diverse group of industries. Our high-touch engagement approach is custom tailored to the specific needs of our clientele. When it is time for answers, Shandon provides clients with advisory services to make decisions.

30	11	10
Years in Business	Number Of Industries	Number of States

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AGENDA

- **Background**
- **Scope of Engagement**
- **Timing and Approach**
- **Update from Kickoff Meeting**
- **Approach**
- **Next Steps**

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Background



Ross Berry, MBA

- **Fixed Based Operator Experience**
- **Commercial Pilot License**
 - Airplane Single-Engine & Multi-Engine Land; Instrument Airplane; Glider
 - First Officer, Private Jet Charter – Hill Aircraft
- **Private Pilot License**
 - Single-Engine Seaplane
- **Airframe & Powerplant Mechanic (A&P)**
- **Personally Own Two Airplanes**
 - PA-32-260 Piper Cherokee Six (KCRG)
 - PT-17 Boeing Stearman (KSGJ)

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Business Advisory & Virtual CFO Services



Scope of Engagement

1. **Accounting Review**
2. **Reporting Package**
3. **Business Advisory**

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Scope of Engagement



1. Accounting Review

Virtual Chief Financial Officer (VCFO) services:

- QuickBooks set-up review including chart of accounts, vendor records, and customer records
- Review and provide recommendations and oversight for accounting policies & procedures, revenue cycle, payroll, accounts payable, bank, credit card, and other balance sheet account reconciliation
- Review business transactions for proper accounting treatment for compliance with Generally Accepted Accounting Principles (GAAP) accounting standards including budgeting, financial reporting incorporating Income Statement, Balance Sheet, and Statement of Cash Flows
- Prepare for annual audits (GAGAS standards)

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Scope of Engagement



2. Reporting Package

Shandon, in conjunction with leadership of the St. Johns County Airport Authority, will develop a monthly reporting package to include Income Statement, Balance Sheet, Statement of Cash Flows, vendor contract master, accounts receivable, and Key Performance Indicators (KPI)

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Scope of Engagement

3. Business Advisory

Shandon will provide ad hoc business planning, finance, and accounting analysis as requested

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Timing and Approach

- Agreement signed April 9, 2024
- Introductions, Data & Technology access
- Kickoff meeting (face-to-face) May 2, 2024
- Agreement reaffirmed May 22, 2024
- Secure access to the Authority's IT network
- On-site to locate grant agreements May 30, 2024
- Accounting Review – 60 days
- Design new Quickbooks structure layout
- Draft Reporting Package – being developed concurrently with Accounting Review
- NFRA staff to provide as much support as possible

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Update from Kickoff Meeting



- **Courtney, Michelle, James, Ross and Jeff**
- **Reviewed Dennis Clarke's charge to the group**
- **Tour of the airport by Director of Operations**
- **Review of current QuickBooks setup and reporting**
- **Discussion of requested format for moving forward**
 - **Redesign Quickbooks (QB) Chart of Accounts to simplify and streamline presentation**
 - **Design Classes and Sub-Classes in QB to facilitate service line analysis**
 - **Relaunch new QB file with redesigned structure effective 10/01/2024**
 - **Develop 2024-2025 budget to match new QB structure**
 - **Review & abstract contracts to ensure proper income collection**
 - **Design allocation of G&A expense across service lines where appropriate**
- **Develop key performance indicators concurrently with Accounting Review**

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Update from Kickoff Meeting



Reporting Objectives

- **Facilitate departmental financial reporting**
- **Track and report categorical revenue & expense**
- **Facilitate grant financial tracking and reporting**
- **Track hangar-specific accounts receivable aging**
- **Incorporate graphs into monthly reporting**
- **Track type of aircraft present in a specific hangar**
- **Utilize Key Performance Indicators (KPIs) to quickly identify important operational statistics/performance**

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Update from Kickoff Meeting



Proposal for Department Tracking & Reporting

- Utilize the Job assignment function in QuickBooks to accomplish departmental reporting
- Prevents an ever-expanding Chart of Accounts
- Dependent upon the accounting team to populate a Job on every relevant business transaction adding time to accounting process

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Update from Kickoff Meeting



QuickBooks Class List

- The purpose of Class in QuickBooks is to facilitate the tracking & analysis of transactions
- Dependent upon the accounting team to populate a Class on every relevant business transaction adding time to accounting process
- It is unclear how the current Class listing is being utilized as most transactions do not have a Class assigned

Current Class Listing
Internal Administration Infrastructure Maintenance (General) Operations Security
Lease Commerical Lease Corporate Lease Land Lease Major Lease Office Lease Rental (<2 yr Agreement)
Operating Agreement Airline/Terminal Concession Fuel (Tenant) Parking Seaport U S Customs Use Fee
Retail Self Fuel

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Update from Kickoff Meeting



Proposal for New Class List

- Utilize the Class assignment function in QuickBooks to accomplish categorical reporting
- Prevents an ever-expanding Chart of Accounts
- Dependent upon the accounting team to populate a Class on every relevant business transaction adding time to accounting process

Proposed Class Listing (to facilitate type of revenues/expense reporting)

Hangar Lease Tie-Down T-Hangar Box Hangar Corporate Hangar Ground Lease
Other Lease Residence Cell Tower Air Traffic Control Tower Fire & Rescue FBO Retail Space Office Space
Ancillary Income Rental Car Airport-Owned Fuel FBO-Owned Fuel Other Tenant Fuel
Grant Tracking Grant 1 Grant 2 Grant 3 Grant 4 Grant —

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Update from Kickoff Meeting



Cost Allocation

- A desire to allocate corporate overhead costs to product lines has been voiced for services pricing
- Determine which Department/Class listings are to receive corporate overhead allocations
- Develop an allocation basis for each type of corporate overhead expenditure as appropriate
- Maintain the allocations outside of QuickBooks to keep the accounting records clean & manageable
- Incorporate indirect expenses into grant applications

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Update from Kickoff Meeting



Key Performance Indicators (KPI)

- A list of KPIs should be developed to facilitate a quick review of the airport's performance
- Airport Authority & Executive team input is crucial to an effective list of KPIs
- Graphs and charts (dashboard) should be used extensively to allow for quick review by leaders

Proposed Key Performance Indicators
Hangar Square Feet Under Lease
Average Hangar Revenue per Square Foot
Number of Hangars Not Leased
Hangar Square Feet Not Leased
Fuel Sales for Entire Airport
Number of Aircraft Accidents
Number of Take Offs
Number of Landings
Number of Aircraft on Field by Type (Corporate, Sea Planes, Etc.)
Number of Personnel Vacancies

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Approach



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Income



- **Review Quickbooks to identify revenue sources**
- **Locate original documents**
 - Shared Drive
 - Filing Cabinets
 - Desk Drawers
 - Government Websites
- **Perform gap analysis**
 - Do we have all the income-related agreements?
 - Are we billing in accordance with the agreements?

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Income



- **Grants**
 - Identified 15 unexpired / 6 recently expired grants (FAA and FDOT)
 - Located 15 grant documents on the Authority's server or administration files
 - Missing 4 unexpired FAA grant documents & 2 expired FAA grant documents
 - Unexpired grants represent approximately \$2.9MM of remaining grant funding
 - Approximately \$118,000 of expenses incurred & can be submitted for reimbursement

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Next Steps



- **Continue income review**
 - Locate current lease documents
 - Perform gap analysis of lease documents
 - Develop contract master with key terms including current leases and grants
 - Conduct fair market review of rental rates currently being charged
- **Perform expense review**
- **Perform Balance Sheet review**
- **Design new, operator-friendly Chart of Accounts layout**
- **Finalize Departmental/Job & Class listings**

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Next Steps



- **Determine appropriate corporate overheads to allocate, develop basis for allocation & develop corporate overhead allocation Excel template**
- **Incorporate hangar number as precursor in Customer name to allow for accounts receivable aging by hangar**
- **Develop Excel template to track type of aircraft in each hangar – this will need to be maintained manually**
- **Finalize KPI listing and create dashboard**
- **Develop initial Green Book to be produced monthly**

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SHANDON | CONTACT US

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Proposal for the Appointment of a Chief Administrative Officer (CAO)

Introduction:

As the Airport continues to evolve, it has become evident that the administrative and operational demands have significantly increased. To effectively manage these challenges and ensure the airport's strategic goals are met, I propose the appointment of a Chief Administrative Officer (CAO) for a short-term period of two years. This proposal outlines the necessity, benefits, and the projected outcomes of such an appointment.

Rationale for Appointment:

1. Enhanced Operational Efficiency:

- The CAO will streamline administrative processes and improve overall efficiency in airport operations.
- With dedicated leadership, we can better coordinate between departments, ensuring seamless operations.

2. Regulatory Compliance and Safety:

- The CAO will ensure that all regulatory requirements are met, and safety protocols are strictly followed.
- They will oversee the implementation of any new regulations and ensure ongoing compliance with federal, state, and local standards.

3. Financial Oversight:

- A CAO with strong financial acumen will help optimize our budget, control costs, and identify new revenue streams.
- They will also enhance transparency and accuracy in financial reporting.

4. Stakeholder Engagement and Community Relations:

- The CAO will act as a liaison between the airport and its stakeholders, including government agencies, and the local community.
- They will lead initiatives to strengthen our relationships and promote the airport's interests.

5. Strategic Planning and Execution:

- The CAO will work closely with and report to the Board to implement strategic initiatives and ensure alignment with our long-term goals.
- They will monitor industry trends and position the airport to capitalize on emerging opportunities.

Proposed Duration:

- The appointment of the CAO will be for a period of two years. This timeframe allows for flexibility in achieving set goals and assessing the long-term need for the position.

Key Responsibilities:

- Oversee daily administrative operations and ensure efficient workflow.
- Maintain compliance with all regulatory requirements and safety standards.
- Develop and manage the airport's budget, optimizing financial performance.
- Foster positive relationships with stakeholders and enhance community engagement.
- Implement strategic plans and monitor their progress.

Expected Outcomes:

- Improved operational efficiency and streamlined administrative processes.
- Enhanced compliance with regulatory standards, ensuring safety and minimizing risks.
- Better financial performance through cost control and revenue optimization.
- Strengthened relationships with stakeholders and increased community support.
- Successful implementation of strategic initiatives, positioning the airport for future growth.

Conclusion:

The appointment of a Chief Administrative Officer for a short-term period is a strategic move that will address the current administrative and operational challenges faced by the Airport. With the CAO's leadership, we can achieve greater efficiency, compliance, financial stability, and stronger stakeholder relations. I recommend we bring this to vote at the next meeting and appoint Beth Tate to the CAO position as soon as possible.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and effective this 12th day of March, 2024,

BETWEEN: We Are Planning, LLC, from here referred to as "Consultant", a Professional Planner licensed and operating under the laws of the State of Florida, whose office is located at: 24 Cathedral Suite 200, St. Augustine, FL 32084

AND: St. Johns County Airport Authority, from here referred to as the "Company", a corporation organized and existing under the laws of the State of Florida, whose head office is located at 4900 US-1, St. Augustine, Florida 32095

NOW, THEREFORE, in consideration of the mutual covenant's set forth herein and intending to be legally bound, the parties hereto agree as follows:

- **CONSULTING SERVICES:**
The Company hereby contracts the Consultant to perform professional services in accordance with the terms and conditions set forth in this agreement. The Consultant will consult with the officers and employees of the Company concerning matters relating to the assigned project.
- **TERMS OF AGREEMENT:**
This agreement will begin on March 12, 2024 and will end September 11, 2024. This contract will automatically renew with the Consultant and/or Client notice 30 days prior to the end of this contract, on or around August 11, 2024.
- **TIME DEVOTED BY CONSULTANT:**
It is anticipated the Consultant will spend as much time as necessary in fulfilling its obligations as outlined under this contract. Obligations described in Exhibit A include retained fixed fee services and additional available services. Any additional services will be individually scoped and added as an addendum to this contract or acknowledged through an additional purchase authorization prior to consultant commencing any task.
- **PLACE WHERE SERVICES WILL BE RENDERED:**
The Consultant will perform most services in accordance with this contract at a location of the Company or locations required to perform the tasks. In addition, the Consultant will perform services on the telephone or virtually and at such places as necessary to perform these services in accordance with this agreement. The Consultant can utilize Company email addresses or other services as it deems necessary.
- **PAYMENT TO THE CONSULTANT:**
Hours are calculated to the half hour. Invoices will be sent by the 5th of each month reflecting the previous months performance. Payments are expected within 14 days of invoice.

W.E. ARE PLANNING LLC CONSULTANT AGREEMENT

- INDEPENDENT CONTRACTOR:**
Both the Company and the Consultant agree that the Consultant will act as an Independent Contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and Local taxes arising out of the Consultant’s activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes and any other taxes or business license fee as required.
- INDEMNITY AND HOLD HARMLESS**
Company shall indemnify, defend and hold harmless the Consultant, its affiliates and subsidiaries and representatives, from and against any and all actions, losses, claims, damages, liabilities, and settlements, as well as costs and expenses, including attorney’s fees, related to the defense of any of the above (“Liabilities”) which may be asserted against Consultant or to which Consultant may hereafter be subject, pay out, or refund and which arise out of or are in any manner connected with or resulting from the sale, delivery or provision of any Services provided by Consultant to Company hereunder, except to the extent that such Liability directly relates to, arises out of or results from Consultant’s gross negligence, willful misconduct or fraud.
- CONFIDENTIAL INFORMATION:**
The Consultant agrees that any information received by the Consultant during furtherance of the Consultant’s obligations in accordance with this contact, which concerns the affairs of the Company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT
W.e. Are Planning LLC

HLN DATE 3/12/2024
Heather Lane Neville, AICP

COMPANY
St. Johns County Airport Authority

Jaime Topp, Executive Director

Exhibit A – Scope of Services

Objective

Provide St. Johns County Airport Authority (SJCAA) with Strategic Planning services with emphasis on Interagency Coordination, Creative Funding Strategies, Land Planning, and Communication recommendations. Anticipated outcomes include specific funding programs and organization to succeed in attaining those funds. F

TASKS

Tasks are further outlined in the Scope and Task document separate from this agreement Exhibit.

The following tasks will be executed per initial request:

TASK 1: STRATEGIC PLANNING AND INTERAGENCY COORDINATION

- Initial Timeframe – 180 Days
- Phases – Discovery, Project Development, Solution Identification, Agency Coordination
- Fee – Retainer, \$2,500/month Fixed Fee plus Expenses, Anticipated hours per week 3-5
- Tasks included:
 - Assist in concepting and subsequent intergovernmental coordination to meet agreed upon planning elements
 - Intergovernmental Coordination
 - SJCAA Representation
 - External event identification and support
 - Grant Strategies and Coordination
 - Financing Strategies
 - Brand overall review
 - Preparation of presentation items

Type of Task	Hours
Staff Direct	6
Board	6
Executive Director/ Project Manager	12
Research and Development	25
Strategy and Narrative Development	25
Interagency	20
Events	6
Project	100

The following tasks will be available as additional services:

TASK 2: GRANT DEVELOPMENT AND COORDINATION

- Typical Timeframe – 30 – 90 Days from Identification
- Phases – Documentation Gathering, Narrative Development, Consultant Coordination, Approval, Submittal

- Fee – Per occurrence fee, typically \$10,000 to \$20,000
- Tasks included:
 - Grant Writing
 - Grant Branding
 - Stakeholder Engagement and securing of support
 - Documentation Gathering and Organization
 - QA/QC
 - Submittal
 - Attending Pre and Post Grant Submittal as required by agency noticing

TASK 3: EXPANSION OF TASK 1

- Initial Timeframe – Ongoing and determined at time of identification
- Phases – Strategic Planning
- Fee – Depending on hours
- Tasks included:
 - Long term strategic planning
 - Concept focused development planning
 - Contract staff positions

TASK ADDITIONAL: WE ADDITIONAL PROFESSIONAL SERVICES

*These are individually scoped per request.

- Transportation Planning and Projects
- Corridor Planning
- Multi-modal Planning (Rail, non-motorized)
- Travel Demand Management
- Safe Streets, Complete Streets Planning
- Multi-use paths and trail planning
- Wayfinding Signage
- Safety Review
- ADA Report Cards and Site Inspection
- Access Management Strategies
- Transportation Project Strategic Funding
- Resiliency and Sustainability Planning and Projects
- Coastal strategy development
- Waste Management Consultation
- Public Outreach Planning and Coordination
- Presentation and report support
- Event Coordination (10 – 2000 Attendees)
- Materials and media development
- Media coordination, Press Releases and Press Kit
- Public Information Planning (PIP) Compliance
- Grant Administration
- CFR 200 Process Alliance with Day to Day Operation
- Manual overview (Operation, Financial, Communication)
- Permit coordination
- Brand Visioning and Development
- Vision and Goal Development
- Concepting for Graphics
- Media Strategies
- Scope and Task Order creation
- Support staff in refining scopes to ensure consultants satisfy all needs

Exhibit B – Fee Schedule

Below outlines the fee schedule for specific tasks.

PROJECT TASKS, FEE, AND SCHEDULE

TASK	ESTIMATED HOURS	TIME TO COMPLETE (in days for task/ in days from day 1)	FEE SENIOR LICENSED PLANNER \$150
Task 1 Strategic Planning and Interagency Coordination	3-5 per week	180	\$2,500/month
Task 2 Grant Development	Per occurrence	30 – 90 Days	\$10,000 - \$20,000
Task 3 Expansion of Strategic Planning	TBD	On- going	Retainer, fixed fee, hourly \$150 - \$200
Task Additional	TBD	TBD	Scaled, Negotiated
Totals	Approximately 100 hours	Task 1: 180	\$15,000
PRINTING	Includes one bound copy of final report	Per request, .05 per page B&W, color with budget approval	

Expenses will be agreed to prior to any expenses incurred. CONSULTANT will provide monthly expense reports for ordinary and necessary expenses incurred during the course of performing the above tasks that will be preapproved by the Client. These expenses include but are not limited to parking, transit, fuel, hotels, meals, and printing. For fuel and travel mode related expenses, these will be incurred when meetings occur more than 35 miles from the St. Augustine, Florida office. Hotels and meals will be submitted for approval prior to the occurrence. All will be direct reimbursement.

Memo

Prepared by We Are Planning LLC
Client - St. Johns County Airport Authority
Project - Task 1 - Interagency Coordination and Event Development
Re: Event Plan Update
CC: Jaime Topp, Roxanne Buonsanto
March 21, 2024



Update

Thank you for your time today. We covered a lot of information. The following details were decided and next steps for myself, staff, and other vendors were initiated. This update is supported by several memos for specific areas of the interagency coordination need.

Who: Officials and leadership from various groups including legislative, committees, business, and others who could support the SJCSAA initiatives.

When: September 25, 2024, Thursday, Lunch Time, possible additional 1.5 hours later in day

Where: Airport

Why: Educate leadership and build consensus and support around the future expansion of the Airport

Next steps for "What":

- A preliminary invite list is developed and will be drafted prior to the next board workshop for feedback
- Total leadership needing to attend approximately 50
- Location on airport property
- Decide between options and establish additional event details
- Name and branding
 - Focus on 100 year history as of 2028
 - Prepare initial release in time for May 5th to celebrate 60th year
 - Create narrative around accessibility now and in future of airport, tell the story
 - Update commercial with concepts and visuals
 - Work with staff to identify personalized stories for brand campaign



mcqueen marketing

Letter of Agreement

Nov. 15, 2023

This Letter of Agreement confirms that the St. Johns County Airport Authority (Northeast Florida Regional Airport) hereinafter referred to as Client, has retained McQueen Marketing LLC, and hereinafter referred to as Agency, a marketing and public relations vendor.

1. Marketing/Public Relations

As your marketing and public relations vendor, the Agency will be utilized for marketing consultation and to execute and/or oversee the planning, research and creative work for public relations and marketing projects needed to promote Northeast Florida Regional Airport (NFRA). Under this agreement, the Agency has authority, as directed by Client, to purchase media and outside services on the Client's behalf on a project basis.

2. Available Services

- a) The Agency will familiarize itself to determine your objectives and philosophies; the airports services and markets; and make recommendations to achieve marketing goals. The Agency will develop marketing strategies to attract new businesses such as corporate aviation clients, charter operations and airport services. Recommend marketing initiatives to existing airport tenants and St. Johns community.
- b) If appropriate we will recommend and coordinate marketing research.
- c) Make recommendations and management of online reputation - Google My Business maintenance, add photos and content as needed.
- d) Manage social media channels – LinkedIn, Facebook and Instagram. Develop content and graphics for 2-3 posts weekly. Posts will have branded content, relevant community news and airport activities.
- e) Provide public relations consultation including press release writing and distribution to media outlets. Develop monthly blog to be added to website.
- f) Make recommendations for community events to elevate NFRA reputation for outreach to St. Johns County.
- g) Bring to the Client's attention any special media, advertising or public relations opportunities.
- h) Coordinate all marketing projects, provide budget information and

maintain good relations with media representatives on the Client's behalf.

i) Direct and oversee branding, creative, production and media services in the development of advertisements, billboards, radio, broadcast material, e-newsletter, media advertising plans, direct mail, brochures, and other projects as required by the plan, and as agreed to by the client. Arrange for outside purchases such as photography, printing, illustration, etc., as directed by client.

j.) Coordinate and manage sponsorships opportunities. Leverage marketing to ensure NFRA image and branding requirements are met.

3. Approval and Estimates for Work Performed

McQueen Marketing will submit all marketing and public relations plans, advertising campaigns, press releases, blogs, graphics, storyboards, scripts, and media schedules to the Client for approval, along with written estimates when requested. No advertising or outside services will be contracted for the Client unless the Client has previously authorized it. The Client may request changes or cancellations, or stop any work in progress, provided they are within the agency's contractual obligations. Where changes or cancellations are requested on previously approved work, the Client will reimburse the Agency for unrecoverable charges or expenses.

4. Media Commissions and Markups

If applicable, the Agency will receive a standard agency commission of 15% (an actual markup of 17.65%) on all media purchased on behalf of the Client. This may be billed to the Client as part of the media cost or as a separate line item. The Agency may also retain media cash discounts. The Client may retain relationships with other vendors and deal directly with those vendors as needed.

5. Consulting Fees.

The Agency will bill for marketing and public relations services at \$150 per hour up to 10 hours per month. This fee includes account management, consultation and planning, social media management, public relations, creative direction, management of branding opportunities, meeting time, travel time, client contact, media coordination, phone contact and media research. If additional time is necessary to perform marketing tasks, request will be made for approval prior to work performed.

6. Ownership, Custody and Control of Property

The Client will own all rights to hard copy versions of advertising projects, which have been invoiced and paid for. Electronic files of Client projects are also owned by the Client, but will remain in the Agency's archives for a minimum of two (2) years. Electronic files may be transferred to the Client for use, provided the Client follows guidelines explained under "Standards of Quality".

7. Confidentiality
The Agency shall maintain the confidentiality of all information designated by the Client as being secret or confidential.
8. Invoicing and Terms
The Agency will invoice the Client at the beginning of each month, with an amount due and payable by the 20th of each month. Interest at prevailing rates will be charged on accounts past due 30 days.
9. Liability Indemnification:
 - a) We agree to exercise our best judgment in the preparation and placement of all advertising and publicity for the Client, with a view to avoiding claims, suits or proceedings being made or instituted against the Client or the Agency. It is mutually agreed, however, that the Client will indemnify the Agency against any loss the Agency may incur as the result of any claims, suits or proceedings made or brought against the Agency based upon any advertising or publicity that the Agency prepared for the Client and that the Client approved before its publication or broadcast.
 - b) The Client will also indemnify the Agency against any loss the Agency may sustain as a result of any avoiding claim, suit or proceeding made or brought against the Agency based upon any advertising element (i.e., photographs, artwork, etc.) that is furnished by the Client and that allegedly violates the personal or property rights or any person if the Client approves in writing the use of said advertising element before its publication or broadcast.
 - c) The Agency shall not be held liable for failure of media or suppliers to meet their obligations.
 - d) The Agency shall not be liable for delay, or omission, or error, in any advertisement in the absence of willful fault or neglect.
 - e) Nothing in this agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity that in the Agency's judgment is misleading, libelous, unlawful, indecent, or otherwise prejudicial to the Agency or the Client's interest.
10. Termination
This agreement shall commence on November 1, 2023 for a one year term. Contract will remain in effect until terminated by either party. Agreement may be terminated after one year by giving a thirty (30) days advance notice in writing. If contract is terminated all invoices for completed work and/or work in progress at the time of termination must be paid in full. In the event of termination, the Client will be responsible for expenses and charges approved prior to termination, including media ordered and production ordered.

Please sign two (2) copies of this Letter of Agreement.

Return one copy to the Agency and retain the other for your files.

The St. Johns Airport Authority (NFRA)

Client Signature Jaime R Topp

McQueen Marketing LLC

Agency Signature Mary McQueen