

**AGENDA**  
**PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA**  
**SPECIAL MEETING**  
**TUESDAY, DECEMBER 11, 2018 AT 11:00 A.M.**  
**THE ALLIANCE FOR ECONOMIC DEVELOPMENT OF OKLAHOMA CITY**  
**CONFERENCE ROOM**  
**105 NORTH HUDSON, SUITE 101**  
**OKLAHOMA CITY, OK**

1. Call to Order
- 2.\* Approve Minutes of the September 26, 2018 Special Port Authority Meeting
- 3.\* Accept Financial Reports
4. Consultant Report – Matthew Weaver
- 5.\* Approve Professional Services Agreement with Ernst & Young, LLP for the FTZ 106 Marketing & Business Development Plan
- 6.\* Ratify and Approve Payment of Claims and Invoices
7. Receive Comments from Members, Staff and Citizens
8. Schedule of Next Meeting – Wednesday, January 16, 2019
- 9.\* Adjournment

\*Action Required

**MINUTES**  
**PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA**  
**SPECIAL MEETING**  
**WEDNESDAY, SEPTEMBER 26, 2018 at 10:00 A.M.**  
**THE ALLIANCE CONFERENCE ROOM**  
**105 NORTH HUDSON, SUITE 101**  
**OKLAHOMA CITY, OK**

Board Members in Attendance: Richard Tanenbaum, Erika Lucas, Dustin Anderson and Chuck Mills

Board Members, Absent: Barry Murphy, Chairman

Others Present: Susan Barrett, Finance OKC; Hailey Rawson, Municipal Counselor's Office OKC, Matthew Weaver, Marketing Director; Mark Kranenburg, Airports; Cathy O'Connor, Nicolle Goodman and Pam Lunnnon,

1. Call to Order at 10:03 noon
- 2.\* Approve Minutes of July 26, 2018 Special Port Authority Meeting

**APPROVED.** Moved by Richard Tanenbaum; seconded by Erika Lucas; Ayes: Tanenbaum, Mills, Lucas and Anderson

- 3.\* Accept Financial Reports

Presentation made by Susan Barrett, City of Oklahoma on Financial Reports dated August 31, 2018.

**ACCEPTED.** Moved by Richard Tanenbaum; seconded by Erika Lucas; Ayes: Tanenbaum, Mills, Lucas and Anderson

4. Consultant Report – Matthew Weaver  
**(see attached Consultant Report)**  
Discussion: General Administrative & Marketing  
Cheneire Energy, dba Midship Pipeline, Pocasset, OK  
Century Uniforms, Oklahoma City, OK  
Charles Machine Works, dba Ditch Witch, Perry, OK  
Eastman Kodak, Weatherford, OK

- 5.\* Authorization to Negotiate a Professional Services Agreement with Ernst & Young, LLP for the FTZ 106 Marketing & Business Development Plan

**Discussion:** Ms. Lucas explained we received a total of five (5) responses to the RFP. It was narrowed down to two organizations which were Ernst & Young, LLP and Miller Company. Ernst & Young was very impressive. They can help us from multi-perspectives: on strategies such as how we can better position the site to drawing in

policies. They sit on national boards of what is happening with tariffs and also on the activation site. They touch FTZ's from a strategic policy perspective to developing strategies for several regions on how to better market and process enquiries all the way to actually helping companies activate. We feel that they are well positioned to help us streamline some of these processes and to help us think of a strategy that better positions us from a holistic perspective as opposed to just marketing or providing the activation support. They interviewed well, had a great presentation and actually knocked off their price by 60%. They see the opportunity to be able to work with us long term.

Ms. Lucas stated the committee found them to have the most well thought out proposal that came in. Their cost will be around \$18,000 with a timeline up to three to four weeks. It includes them coming over to host an educational seminar with us. This would be a great way for us to bring additional revenue in to actually cover their cost. We could also bring in other EDO's to help us support the cost.

Ms. O'Connor stated this item is just to authorize us to negotiate an agreement with Ernst & Young, LLP and that agreement will have to come back to the board for approval. We will probably have to call a Special Meeting to get this moving forward. We should be able to draft an agreement within the next couple of weeks.

**APPROVED.** Moved by Richard Tanenbaum; seconded by Dustin Anderson; Ayes: Tanenbaum, Mills, Lucas and Anderson

- 6.\* Ratify and Approve Payment of Claims and Invoices. Matthew Weaver, FTZ Marketing Director's time from 07/01/18 to 08/30/18

**APPROVED.** Moved by Richard Tanenbaum; seconded by Erika Lucas; Ayes: Tanenbaum, Mills, Lucas and Anderson

9. Receive Comments from Members, Staff and Citizens
10. Schedule of Next Meeting – Wednesday, November 21, 2018
- 10.\* ADJOURNMENT – 10:17 a.m.

Moved by Erika Lucas; seconded by Dustin Anderson; Ayes: Tanenbaum, Mills, Lucas and Anderson

\*Action Required

# Foreign Trade Zone #106 Marketing Activity Report & Invoice

July 1<sup>st</sup>, 2018 – July 31<sup>st</sup>, 2018

Matthew S. Weaver

**Date: July 2018**

**Activities:**

- General administrative and marketing activities: i.e., USCBP meeting; conversations with FTZB; Greater Oklahoma City Chamber of Commerce inquiries; Oklahoma Department of Commerce inquiries; OGE initiatives; other networking opportunities; phone calls; Operator's Agreement modifications; emails; etc.
- Cheneire Energy, dba Midship Pipeline, Pocasset, Ok.: Meetings, conference calls, and administrative work required for the preparation of Midship to make application request to FTZ #106 Board for a Subzone Site for pipeline storage in Pocasset, Oklahoma. James Grogan, of EY, is the consultant for Bill Heckencamp, Andrea Carter, and Robert Mace of Cheneire/Midship, who all attended the Special Board Meeting. USCBP has been informed of the application, and Camille Evans of the FTZB has the draft application and has given immediate feedback as to some clarifications she is needing, the final application should be submitted by Aug. 1<sup>st</sup>, meeting the needs of Cheniere to have designation by Aug. 30<sup>th</sup>.
- Century Uniforms, Oklahoma City: Conversations with Debbie Lumry indicate another meeting with leadership in August.
- Charles Machine Works, dba DitchWitch, Perry, Oklahoma: Jacky Williamson has provided extensive information as to their imports from the top 25 countries they purchase from. The numbers indicate a substantial annual savings to them, I should be meeting with her Team the first week of August.
- Kodak, Weatherford, Ok.: Continued conversations with Scott Taylor, of Miller & Co, the FTZB and USCBP concerning security visit, Operator's Agreement, and Activation time-lines.
- **Total Hours worked:** 30 hours x \$50/hr = \$1500

# Foreign Trade Zone #106 Marketing Activity Report & Invoice

August 1<sup>st</sup>, 2018 – August 31<sup>st</sup>, 2018

Matthew S. Weaver

**Date: August 2018**

**Activities:**

- General administrative and marketing activities: i.e., USCBP meeting; conversations with FTZB; Greater Oklahoma City Chamber of Commerce inquiries; OGE initiatives; other networking opportunities; phone calls; Operator's Agreement modifications; emails; etc.
- Cheneire Energy, dba Midship Pipeline, Pocasset, Ok.: Meetings, conference calls, and administrative work required for the preparation to make final application to the FTZB for a Subzone Site for pipeline storage in Pocasset, Oklahoma. There were a number of modifications to the application to satisfy questions about inventory taxes and the local taxing authorities concerns – the Operators Agreement was also modified to reflect those concerns. The Transmittal Letter also needed to be modified and resigned by Port Director Mark Kranenburg and re-submitted. The only item lacking for the final submission of the application is the USCBP's Port Director's Letter of Concurrence - she has been out of the office for health reasons and will not be able to have that available until the 7<sup>th</sup> of September.
- Century Uniforms, Oklahoma City: Met with Debbie Lumry and worked with updating their information for presentation to leadership.
- Charles Machine Works, dba DitchWitch, Perry, Oklahoma: I have engaged James Grogan of EY Global Trade to assist Jacky Williamson in the gathering of the final appropriate data to go forward with their due diligence for application as a Usage Driven Site. Our conference calls, and follow-up communications have been productive, the plan is to meet in September, in Perry, Oklahoma .
- **Total Hours worked:** 30 hours x \$50/hr = \$1500

# **PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA**

A Discrete Component Unit of  
Oklahoma City, Oklahoma

## ***Board of Directors***

Barry Murphy, Chairman

Chuck Mills, Vice-Chairman  
Richard Tanenbaum, Secretary  
Erica Lucas  
Dustin Anderson

## ***Management***

James D. Couch, General Manager

Financial Report for the Four Months Ended October 31, 2018

Prepared by The Oklahoma City Finance Department, Accounting Services Division  
Laura L. Papas, Controller

**PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA**

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# MEMORANDUM

## The City of OKLAHOMA CITY

**TO:** Port Authority Board of Directors

**FROM:** Accounting Services Division

**DATE:** November 15, 2018

**SUBJECT:** Port Authority of the Greater Oklahoma City Area (Port Authority) Financial Schedules for the Four Months Ended October 31, 2018.

The financial schedules presented on the following pages include the schedule of cash receipts and disbursements and the supplemental listing of checks issued for the four months ended October 31, 2018 and 2017.

Current year-to-date receipts are \$14,000.00 as compared to no receipts in the prior year. The increase is due to \$14,000.00 received from Midship Pipeline Company, LLC. for sub zone application and activation fees. The activation fee of \$5,000.00 was paid twice and will be refunded in November.

Current year-to-date disbursements totaled \$6,100.00. This compares to prior year-to-date disbursements of \$5,200.00 for an increase of \$900.00 for consulting fees. The consulting contract is on an hourly basis for special projects. In both years, the Port Authority has used the service of the consultant on various projects including the Seminole, Lawton, Oklahoma City, and Woodward sub zones.

The financial schedules are prepared on the cash basis of accounting.

The schedules are preliminary and may change. However, any changes are expected to be immaterial. Significant changes would result in reissuance of the schedules.

The financial schedules are unaudited and prepared for internal use only. The financial schedules are prepared by the City of Oklahoma City, Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions you may have pertaining to the financial schedules.

Prepared by:

A handwritten signature in blue ink, appearing to read "Susan M. Barrett".

Susan M. Barrett  
Municipal Accountant I

Reviewed by:

A handwritten signature in blue ink, appearing to read "Christy D. Jameson".

Christy D. Jameson, CPA  
Accounting Manager

Approved for issuance:

A handwritten signature in blue ink, appearing to read "Laura L. Papas".

Laura L. Papas  
Controller



**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**  
**For the Four Months Ended October 31, 2018 and 2017**  
**(unaudited) (preliminary)**

**PORT AUTHORITY OF THE**  
**GREATER OKLAHOMA CITY AREA**

	<u>2018</u>	<u>2017</u>
<b><u>RECEIPTS</u></b>		
Application and activation fee for Midship Pipeline Company LLC-----	\$9,000.00	\$ -
Activation fee for Midship Pipeline Company LLC-----	5,000.00	-
Total receipts -----	<u>14,000.00</u>	<u>-</u>
<b><u>DISBURSEMENTS</u></b>		
Checks issued for previous period-----	4,500.00	2,750.00
Checks issued for the two months ended October 31, 2018 and 2017		
Consultant fees - 1285 Matthew Weaver -----	-	1,100.00
Consultant fees - 1286 Matthew Weaver -----	-	1,350.00
Consultant fees - 1302 Matthew Weaver-----	1,600.00	-
Total checks issued for the two months ended October 31, -----	<u>1,600.00</u>	<u>2,450.00</u>
Total disbursements -----	<u>6,100.00</u>	<u>5,200.00</u>
Net increase (decrease) in cash -----	7,900.00	(5,200.00)
Beginning cash - July 1,-----	28,722.89	39,622.49
Ending cash - October 31, -----	<u><u>\$36,622.89</u></u>	<u><u>\$34,422.49</u></u>

See accompanying notes to financial statements.

**SUPPLEMENTAL LISTING OF CHECKS ISSUED**  
**FISCAL YEAR 2019**  
**For the Four Months Ended October 31, 2018**  
**(unaudited) (preliminary)**

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**PORT AUTHORITY OF THE**  
**GREATER OKLAHOMA CITY AREA**

**Previously Reported**

1299 Matthew Weaver-----	\$1,500.00
1300 Matthew Weaver-----	1,500.00
1301 Matthew Weaver-----	1,500.00
Total-----	<u><u>4,500.00</u></u>

**Currently Reported**

1302 Matthew Weaver-----	1,600.00
	<u><u>1,600.00</u></u>

Total-----	<u><u>\$6,100.00</u></u>
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**SUPPLEMENTAL LISTING OF CHECKS ISSUED**  
**FISCAL YEAR 2018**  
**For the Four Months Ended October 31, 2017**  
**(unaudited) (preliminary)**

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**PORT AUTHORITY OF THE**  
**GREATER OKLAHOMA CITY AREA**

**Previously Reported**

1283	Matthew Weaver-----	\$1,500.00
1284	Matthew Weaver-----	1,250.00
	Total-----	<u>\$2,750.00</u>

**Currently Reported**

1285	Matthew Weaver-----	\$1,100.00
1286	Matthew Weaver-----	1,350.00
	Total-----	<u>\$2,450.00</u>

Total-----	<u><u>\$5,200.00</u></u>
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## I. RELATION TO THE CITY OF OKLAHOMA CITY

The Port Authority of the Greater Oklahoma City Area, (Port Authority), was created by the City of Oklahoma City (City), pursuant to Title 82, Oklahoma Statutes, Sections 1101-1104. The Port Authority was established on October 30, 1962. The Port Authority was granted Foreign Trade Zone #106, (the Zone) on September 14, 1984. The Foreign Trade Zone provides for the physical plant and operation of general warehousing facilities to companies for manufacturing or manipulation, duty free.

The Port Authority is governed by a Board of Directors consisting of five members appointed by the Mayor with the advice and consent of the City Council. The Directors serve a term of four years.

### *Method of Reporting in the City's Comprehensive Annual Financial Report (CAFR)*

The Port Authority is included in the City's financial reporting entity. The Port Authority is a discretely presented component unit of the City. The City's CAFR can be obtained from the City of Oklahoma City, Finance Department, 100 N. Walker, Ste. 300, Oklahoma City, OK 73102 and from the City's website at [www.okc.gov](http://www.okc.gov).

## II. BASIS OF ACCOUNTING

The attached schedule of cash receipts and disbursements is presented on the cash basis of accounting. Receipts are recorded when cash is received, and disbursements are recorded when paid.

## III. CONSULTING SERVICES CONTRACT

The Port Authority entered into a contractual agreement for professional services with a consultant to provide marketing and development services, assist in the administration of the Zone, and to advise the management and the Board. The consultant is required to prepare a written and oral report of scope of work and services performed at each Board meeting. Among other requirements of the consultant are the preparation and filings of documents to the U.S. Customs Services, the Foreign Trade Zone Board, and any other government agency with jurisdiction. The Board has agreed to work with the consultant on an hourly basis on special projects.

## IV. SUB ZONES

The Port Authority receives additional fees for the establishment and maintenance of sub zones. Sub zones are adjuncts to the general purpose zone and are single user private sites, usually at manufacturing facilities. The amount of the fees will vary according to the number of sub zones that are active. The VF Jeanswear application fee was \$12,000.00, activated in April, 2013. The City of Seminole completed an application unit base trade zone for VF Jeanswear for an initial fee of \$5,000.00. New application and activation fees for a foreign trade zone was received on July 24, 2018 for the Midship Pipeline Company, LLC. for \$14,000.00. The City of Enid qualifies as a sub zone and has paid a fee but has no active zones at this time. The Citizen Potawatomi Nation Iron Horse Industrial Park sub zone fee of \$1,600.00 was activated in February, 2014 and the application fee for Citizen Potawatomi Nation Iron Horse Industrial Park was received in April, 2014 in the amount of \$2,000.00. The application fee of \$5,000.00 was received in May, 2017 for Eastman Kodak Company for the production notification application for Foreign-Trade Sub Zone #106 in Weatherford, OK.

## V. RECEIPTS

Receipts include sub zone fees, activation and deactivation fees. Activation fees are applied with the application for a sub zone. Deactivation fees are for voluntary discontinuation of the activation of an entire zone or sub zone.

**Foreign Trade Zone #106 Marketing Activity Report & Invoice**  
**September 1<sup>st</sup>, 2018 – September 30<sup>th</sup>, 2018**  
**Matthew S. Weaver**

**Date: September 2018**

**Activities:**

- General administrative and marketing activities: i.e., USCBP meeting; conversations with FTZB; Greater Oklahoma City Chamber of Commerce inquiries; OGE initiatives; other networking opportunities; phone calls; Operator's Agreement modifications; Activation activities; emails; etc.
- Cheneire Energy, dba Midship Pipeline, Pocasset, Ok.: Meetings, conference calls, and administrative work required for the Designation, Security visit, and Activation activities FTZ #106 Subzone Site 106G for pipeline storage in Pocasset, Oklahoma – approval for the Site was given on September 11, 2018. The FTZB Designation Approval letter, as well as the USCBP Activation Letter that was signed on September 26, 2018, are on file with the FTZ #106 office.
- Century Uniforms, Oklahoma City: Debbie Lumry has met with the senior finance VP and will be getting back to me.
- Charles Machine Works, dba DitchWitch, Perry, Oklahoma: Communications indicate they continue to work on their due diligence to determine whether or not to pursue designation.
- Confidential Tribal Client: I have a standing NDA with a Tribe and are pursuing the recruitment of a vetted prospect that wishes to look at next steps to make Application.
- XEROX, Mustang, Oklahoma: The determination has been made to pursue the reactivation of the SubZone Site in Mustang, Oklahoma. They are completing their work on securing logistical considerations.
- **Total Hours worked:** 32 hours x \$50/hr = \$1600

**Foreign Trade Zone #106 Marketing Activity Report & Invoice**  
**October 1<sup>st</sup>, 2018 – October 31<sup>st</sup>, 2018**  
**Matthew S. Weaver**

**Date: October 2018**

**Activities:**

- General administrative and marketing activities: i.e., USCBP meeting; conversations with FTZB; Lt.Gov. office presentation preparation; Greater Oklahoma City Chamber of Commerce inquiries; OGE initiatives; other networking opportunities; phone calls; Xerox re-activation activities; security visit activities; emails; etc.
- Xerox, Mustang, Ok.: Meetings, conference calls, and administrative work required for the re-activating this subzone. I worked with Thomas O'Connor, Xerox's Global Compliance Manager, on a variety of subjects necessary for them to take advantage of FTZ benefits by the end of December: the Notification of Production was completed and I've submitted that to the FTZB; I'm finalizing the Port Authority's letter for Mark Kranenburg to request Xerox's re-activation with USCBP; the particulars concerning Xerox's designation is being verified so FTZ #106 can invoice them for fees pertaining to Activation and for Annual participation – the fees will total \$16k.
- Citizen Potawatomie Nation, Shawnee, Ok: I had an extensive meeting with Jim Collard, in confidence, about a very large green field project that will require FTZ benefits and activation. All things considered, he is hoping to make an announcement by the middle of November about that company's decision to locate in CPN's Iron Horse Industrial Park.
- **Total Hours worked:** 32 hours x \$50/hr = \$1600

**Foreign Trade Zone #106 Marketing Activity Report & Invoice**  
**November 1<sup>st</sup>, 2018 – November 30<sup>th</sup>, 2018**  
**Matthew S. Weaver**

**Date: November 2018**

**Activities:**

- General administrative and marketing activities: i.e., USCBP meetings; conversations with FTZB; 2 separate meetings with attorneys whom are pursuing prospective FTZ ventures - Lindsey Pever, and Eric Holey; Greater Oklahoma City Chamber of Commerce inquiries; OGE initiatives; other networking opportunities; phone calls; Xerox rea-activation activities; security visit activities; emails; etc.
- Xerox, Mustang, Ok.: Meetings, conference calls, and administrative work required for the re-activating this subzone. I visited the plant's management team to do a preliminary security walk-through to determine signage requirements, electronic security procedures that need to be in place, and to begin the paperwork required for USCBP to do background checks on the appropriate members of the management team. I then visited with USCBP about their concurrence letter that will be required for the application request, as well as for the re-activation procedures. I've been working with Thomas O'Connor, Xerox's Global Compliance Manager, and Diane Finver with the FTZB on the variety of items required for the Production Authority request, as well as the Interim Production Authority request. A number of edits to Mark Kranenburg's cover letter to the request were finalized and prepared for his signature. A draft has been sent to the FTZB and the final submission to the FTZB should be no later than Dec. 4<sup>th</sup>, with Interim Production Authority approval to immediately follow.
- Kodak, Mustang, Oklahoma: All of the necessary protocols for activating the plant have been successfully facilitated, so FTZ #106 Subzone 106F, Site 1 was formally Activated on November 28<sup>th</sup>.
- **Total Hours worked:** 32 hours x \$50/hr = \$1600



## Statement of Work – Foreign Trade Zone Project

This Statement of Work, which is effective as of December 10, 2018 (this “SOW”), is made by Ernst & Young LLP (“EY”) and Port Authority of Greater Oklahoma City (“Client”), pursuant to the Master Services Agreement, dated, December 10, 2018 (the “Agreement”), between EY and Port Authority of Greater Oklahoma City.

Except as otherwise set forth in this SOW, this SOW was incorporated by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the FTZ Project Marketing and Business Development Plan Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings defined in the Agreement, and references in the Agreement to “Client” shall be deemed references to the Port Authority.

As stated in the Agreement, any documents received by EY from the Client must be kept confidential. Further, any documents, recommendations, analysis, data compiled by the EY during its consulting services for Client must be kept confidential.

### Scope of Services

EY will provide the following FTZ Project Marketing and Business Development Plan Services to Client:

#### **Milestone I – Analysis of Current Client Structure Including Operations, Procedures and Prior Marketing Efforts**

EY will conduct an analysis of the current Client structure, the roles and functions within as well as the visibility within the local community and greater Oklahoma City area. Analysis will include conducting Port Authority authorized interviews with relevant personnel within the Client organization and other external entities. The external entities to be interviewed would be identified by the Client, and must include a Client employee and/or representative. The list of external entities is to be determined, but may include the Client’s subzone site operators, the Oklahoma City Chamber, other economic development groups and other state/local government entities.

EY will also review all FTZ 106 documentation, including but not limited to: Oklahoma State Statute 82 O.S. 1961 Sections 1101-1114 et.seq. and Oklahoma City ordinance Section 2-721 – 2-740 et.seq. and Client’s organizational documents, resolutions, policies, agreements, strategic plan(s), Client’s FTZ applications, its current fee schedule, the content of its website, annual and monthly report data, agreements with existing and prior FTZ operators/users, marketing materials, and any other relevant documentation. Milestone 1 will also include a discussion with Client regarding its specific goals as the Port Authority of Greater Oklahoma City Area and an economic development organization.



### **Milestone 2 – Comparative Analysis**

The analysis performed in Milestone 2 will compare Client with comparable FTZs regarding effectiveness and efficiency of Client's organizational structure, processes, practices, operations, policies, and fees. EY will also determine best industry practices during its review of comparable FTZs.

EY will perform a detailed comparative analysis of the Client's processes, practices, operations, policies and organizational structure against comparable FTZs. EY will also perform a comparative analysis of EY Client's fee schedule against comparable FTZs to examine any fees, fee structure, fee frequency, etc.

The comparable FTZs will be identified by considering all factors, such as, size, geography, makeup of FTZ operators, etc. Prior to the detailed comparative analysis, EY must provide the Client a list of FTZs which may be included within the comparative analysis and Client will review the list and may approve the inclusion of FTZs to be utilized for the comparative analysis.

### **Milestone 3 – Recommendations**

First, based on EY's review of the Client's organizational structure, processes, practices, operations, policies, and fees and the Milestone 2 comparative analysis and industry best practices analysis, EY will provide written recommendations with regard to Client's organizational structure, processes, practices, operations, policies, and fees. The recommendations' purpose will be to assist Client with updating Client's organizational structure, processes, practices, operations, policies, and fees, to help increase performance and reach Client's future goals and objectives.

Second, EY will make recommendations for Client regarding potential future goals, objectives, evaluation criteria for Client's performance measures, organizational structure, processes, practices, operations, policies, and fees.

EY will also make recommendations for potential partnerships with other organizations based on relevant industry standards and examples. Such recommendations for potential partnerships may include varying entities that impact the FTZ program, such as the FTZ Board, US Customs, other United States of America FTZs, service/software providers, trade associations (NAFTZ), real estate development groups and economic development groups with similar objectives and purposes. As part of EY's potential partnership recommendation, EY will document how these partnerships have been accomplished, structured and operated within the United States of America and present recommended strategies to pursue, accomplish, structure, and operate potential partnership.

### **Milestone 4 – Marketing Plan**

EY will develop a robust marketing plan which will include outreach campaigns, trainings, seminars, workshops, website improvements and other communication efforts to ensure that the local community as well as local business owners are aware of the FTZ 106 and its numerous services and benefits. EY will recommend the marketing plan to the Client which will include marketing, communications,



training and/or outreach elements (i.e. press releases, advertisements, newsletters, reports (including economic impact findings), training seminars/workshops, email campaigns, brochures, handouts, website updates, etc.).

#### **Milestone 5 – Implementation Plan**

EY will develop a detailed implementation plan to the Client which will include outlining activities, timelines, milestones and resource requirements for the Client to apply to its organizational structure, processes, practices, operations, policies, and fees.

#### **Milestone 6 – FTZ #106 Plan**

EY will provide a plan which clearly and concisely documents EY's process, conclusions, and recommendations of the current FTZ #106 operations assessment. EY will also present a clear, concise, and detailed plan for growing the number of FTZ #106 operators and users.

#### **Milestone 7 – Compliance**

As Client is aware, the FTZ program contains unique requirements for ongoing Client compliance. As part of this project, EY will also perform an analysis of FTZ 106's compliance with the uniform treatment and public utility regulations. For this portion of the project EY will examine FTZ 106's fee structure in greater detail to determine whether the Client's operations/costs are aligned with the FTZ Board's public utility principles and uniform treatment guidelines. EY will highlight any risks identified as well as document recommendations for any future audits by the FTZ Board.

#### **Training**

EY will provide a free half-day FTZ training for any interested participants in the Greater Oklahoma City area. EY has performed collaborative FTZ training sessions with other FTZs.

#### **Services Timeline**

We will strive to complete the milestones outlined above within 3-4 weeks from the Effective Date of the Agreement taking into consideration that the period may be slightly longer given the holiday period during which the agreement is signed.

We will also strive to schedule the half day training as soon as possible, noting that the timing will be in part dependent on client availability.

#### **Client obligations**

Client will not, and Client will not permit others to, quote or refer to any Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws





(“Securities Laws”) are applicable, or (ii) periodic reporting obligations under Securities Laws. Client will not contend that any provisions of Securities Laws could invalidate any provision of this SOW.

### Scope Specific Provisions

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. EY will not conduct a review to detect fraud or illegal acts.

### Fees

The General Terms and Conditions of the Agreement address EY fees and expenses generally.

Client shall pay fees for the Services based on the time that EY professionals spend performing them, billed at 60% of the standard EY hourly rate for each such individual, as adjusted annually while the Services under this SOW are being performed. EY fees will not exceed \$18,000. Client shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the FTZ Project Marketing and Business Development Plan Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by Client. Please see Table A in the Appendix for hourly bill rates for EY personnel.

EY will bill Client in accordance with the fee schedule on a monthly basis. Payment is due within sixty (60) days receipt of EY invoice.

Thanks again for your selection of our firm.

*Ernst & Young LLP*

PORT AUTHORITY OF GREATER OKLAHOMA CITY

By: \_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_



## Appendix

**Table A – Project Fee Schedule**

Employee Rank	Billing Rate (at 60% of Standard Rate)
Partner	\$920 / hour
Senior Manager	\$698 / hour
Manager	\$557 / hour
Senior	\$383 / hour
Staff / Assistant	\$256 / hour



Port Authority of Greater Oklahoma City  
Attention: Amy Simpson, Purchasing Agent  
Office of the City Clerk  
200 North Walker Avenue  
Oklahoma City, OK, 73102

December 10, 2018

Dear Ms. Simpson:

Thank you for choosing Ernst & Young LLP (“EY”) to perform professional services (the “Services”) for Port Authority of Greater Oklahoma City Area (“the Port Authority”). EY appreciates the opportunity to assist the Port Authority and looks forward to working with you.

For each project that EY agrees to undertake for the Port Authority, EY will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, the applicable Statement of Work, the Port Authority’s Request for Proposal (“RFP”), and EY’s Response to the RFP (together, this “Agreement”). In the event of any conflict between terms incorporated into this Agreement, the terms contained in this letter including the attached General Terms and Conditions shall supersede and take precedence over the terms contained in any other document.

EY may enter into Statements of Work with the Port Authority for a period of one year following the date of this letter, although EY may agree with the Port Authority in writing to extend that period.

Please sign this letter in the space provided below to indicate the Port Authority’s agreement with these arrangements and return it to James Grogan ([james.grogan@ey.com](mailto:james.grogan@ey.com)) at your earliest convenience. If the Port Authority has any questions about any of these materials, please do not hesitate to contact James so that EY can address any issues before EY begins to provide any Services.

Very truly yours,

*Ernst & Young LLP*



## General Terms and Conditions

### Our relationship with the Port Authority of Greater Oklahoma City Area (“Port Authority”)

1. EY will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“AICPA”).
2. EY is a member of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity.
3. EY will provide the Services to the Port Authority as an independent contractor and not as an employee, agent, partner or joint venturer. Neither Port Authority nor EY have any right, power or authority to bind the other.
4. EY may subcontract portions of the Services to other EY Firms, who may deal with the Port Authority directly. Nevertheless, EY alone will be responsible to Port Authority for the Reports (as defined in Section 11), the performance of the Services (as defined in Scope of Services), and other obligations under this Agreement. Further, EY is solely responsible for the actions, non-actions, omissions, and performance of EY’s employees, agents, contractors, and subcontractors and to ensure the timely and successful performance of the Services, Reports and deliverables (as described in the Scope of Services).
5. EY will not be responsible for the use or implementation of the output of the Services, although EY may otherwise provide advice and recommendations to assist Port Authority in management functions and making decisions.

### Port Authority responsibilities

6. The Port Authority shall assign a Project Manager to oversee the Services. Port Authority is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for the Port Authority purposes.
7. Upon request, the Port Authority shall provide (or cause others to provide) to EY, promptly, the information, (including access to records, systems, premises and people) that EY reasonably require to perform the Services.

### EY Reports

8. EY shall not be required to update any final Report for circumstances or events occurring, after its delivery.

### Limitations

9. Port Authority (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
10. Port Authority (and any others for whom Services are provided) may not recover from EY, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
11. The Port Authority may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”). Port Authority shall make any claim or bring proceedings only against EY. The provisions of Sections 9 through 11 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.



## Indemnity

12. EY agrees to release, defend, and indemnify the Port Authority and The City of Oklahoma City, and hold each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements asserted by third parties resulting from the intentional misconduct or gross negligence of EY and/or the EY's Project Team. The provisions of this paragraph shall survive the expiration of this Agreement. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this Agreement.

## Intellectual property rights

14. EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that EY owns or licenses ("**Materials**") in performing the Services. Notwithstanding the delivery of any Reports, EY retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services) and in any working papers compiled in connection with the Services (but not Port Authority information reflected in them).

## Confidentiality

15. EY acknowledges that in the course of the Project and providing Services or Reports to Port Authority, Port Authority may provide EY with access to valuable information of a confidential and proprietary nature including but not limited to information relating to Port Authority's customers, marketing strategies, business processes and strategies, security systems, data and technology ("**Confidential Information**"). EY agrees that during the time period this Agreement is in effect, and thereafter, EY shall not, without the written consent of Port Authority, disclose to any third party, any Confidential Information obtained by EY. EY will require and maintain adequate confidentiality agreements with any persons involved with this project, including but not limited to its employees, agents, and subcontractors. "Confidential Information" as used in this Section 23 shall not include information that (a) is or becomes public other than through a breach of this Agreement; (b) is subsequently received by EY from a third party who, to EY's knowledge, owes no duty of confidentiality to the Port Authority with respect to that information; (c) was known to EY at the time of disclosure or is thereafter created independently; (d) is disclosed as necessary to enforce EY's rights under this Agreement; or (e) must be disclosed under applicable law, legal process, or professional regulations.
16. Either party may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
17. Unless prohibited by applicable law, EY may provide Port Authority Information to other EY Firms considered subcontractors of EY, as well as external third party subcontractors, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. EY shall be responsible to Port Authority for maintaining the confidentiality of Port Authority Information, regardless of where or by whom such information is Processed on our behalf.

## Fees and expenses generally

18. Port Authority shall pay EY the compensation after completion of milestones as specified in the Scope of Work subject to the submission of appropriate documentation and completion and acceptance of all the related Services, Reports and Project deliverables. No payment will be due or owing for any incomplete or undocumented milestones, including but not limited to all related Services, Reports, and Project deliverables. Unless otherwise set forth in the applicable Statement of Work, payment is due within 60 days following approval of each of EY's invoices.

## Force majeure

19. Neither Port Authority nor EY shall be liable for breach or delay under this Agreement during such period of time that the aforesaid delivery or acceptance is rendered commercially impracticable, illegal, or impossible which arise out of or caused by, directly or indirectly, circumstances beyond the party's reasonable control; such as strikes, acts of war or terrorism, civil

disturbances, fire, Acts of God, such as natural disasters, or other such emergency beyond the parties' control. However, EY will use all commercially reasonable efforts, which are consistent with accepted practices in its industry, to resume the performance of its obligations, as soon as practicable under the circumstances listed above. To the extent EY has any commercially reasonable alternative method of performing this Agreement, EY will not be freed of any performance of its obligations hereunder by this clause, even though the performance efforts of Services, Reports, or other Project deliverables were destroyed, or their delivery delayed because of a circumstance described above.

### **Term and termination**

20. The initial term of this Agreement shall be effective for a period of one (1) year beginning on the Effective Date, with the option to renew at one (1) year increments. The Effective Date is the date upon which the Agreement is executed by the last party and the provision EY's certificates evidencing the required insurance and the required bonds, if any.
21. This Agreement shall commence upon the Effective Date and continue in effect as stated herein, unless either party terminates it, or any particular Services, prior to the end of the Agreement's term. This Agreement may be terminated, with or without cause, upon 30 days' prior written notice to the other party.
22. Port Authority shall pay EY for all completed Milestone's Services, Reports, other Project deliverables fully performed and accepted through the time of the notice of termination in accordance with the terms, limits and conditions of the Agreement and as further limited by the "not to exceed" amounts set out in this Agreement. Upon payment, EY will deliver to Port Authority all work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries, and any other information and materials accumulated or created in performing the Services, Reports, and other Project deliverables for this Agreement, whether same are complete or incomplete.
23. The provisions of this Agreement, as noted throughout, shall continue indefinitely following the termination of this Agreement.

### **Governing law and dispute resolution**

24. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, Reports, other Project deliverables, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section, shall be governed by, and construed in accordance with, the laws of Oklahoma applicable to agreements made, and fully to be performed, therein by residents thereof. EY and Port Authority hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma, Oklahoma County, and of the Federal District Court for the Western District of Oklahoma. In any such dispute, legal proceeding or action, EY and Port Authority waive the right to jury trial. EY irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

### **Miscellaneous**

25. This Agreement constitutes the entire agreement between EY and Port Authority, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered.
26. Both EY and Port Authority may execute this Agreement, as well as any modifications thereto, by electronic means and each party may sign a different copy of the same document, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written amendment executed by both parties.
27. Each of party represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms.





28. Port Authority agrees that EY and the other EY Firms may, subject to professional obligations, act for other clients, including competitors.
29. As this is an Agreement for the provision of specialized professional services, neither party may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
30. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
31. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) General Terms and Conditions, (b) the applicable Statement of Work and any attachments thereto, (d) the RFP, (e) EY's Proposal, and (f) other attachments to this Agreement.
32. Neither party may use or reference the other's name, logo or trademarks publicly without the other's prior written consent, although EY may publicly identify Port Authority as a client in connection with specific Services or generally.
33. The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
34. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
35. Both the EY and Port Authority expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part of the Port Authority to timely object to the time of performance shall not waive any right of the Port Authority to object at a later time.
36. No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the Port Authority unless such services, work, product, solution, or deliverable is first requested and approved in writing by the Port Authority's Project Manager. Provided however, the Port Authority may contract separately in writing for such additional work or services at a rate or price as the parties may in their discretion agree.
37. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To EY

Attn: Michael Leightman

ADDRESS 1401 McKinney Street, Suite 1200, Houston, Texas 77010, United States of America

Phone Number+1 713 750

To Port Authority

Attn: Port Authority

Address: 105 N Hudson, Suite 101, Oklahoma City, OK 73102

Phone Number: (405) 232-9921

38. This Agreement gives no rights or benefits to anyone other than EY and Port Authority and has no third-party beneficiaries.

39. EY warrants that it has not employed or retained any company or person other than a bona fide employee working solely for EY to solicit or secure this Agreement. EY further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for EY, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
40. EY shall obtain and provide Port Authority with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement as required by applicable law.
- (a) EY shall be responsible for providing the Port Authority actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) days prior to such change, reduction, suspension, lapse or cancellation.
- (b) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then Port Authority may terminate this Agreement for cause and in addition regardless of whether terminated, EY shall also be liable and responsible for any claim by Port Authority on their own behalf or on behalf of another, for:
- (1) any loss or damages subject to the limitations set forth in Sections 9 through 11; and
  - (2) any cost or expense, including attorney fees, court costs and administrative expenses; and
  - (3) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.
- (c) The Port Authority reserves the right to withhold payment of any funds otherwise due EY to pay any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.
- (d) All liability policies (except professional liability policies) shall provide that the Port Authority are named additional insureds as to the acts and omissions of Contractor under this Agreement. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. Copies of all insurance policies required are available for inspection at Contractor's headquarters by appointment. The required policies of insurance shall be performable in Oklahoma City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.
- (1) Contractor shall not commence any services nor occupy any City or OCWUT-owned property or work site unless and until the required insurance is in effect and the required certificates of insurance are provided.
  - (2) The amounts of such insurance shall be not less than:
    - (i). Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
    - (ii) All other liability in an amount not less than One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
    - (iii) Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.
  - (3) Professional liability insurance shall be maintained by Contractor. The amount of such insurance shall not be less than One Million Dollars (\$1,000,000) aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of this project.
  - (4) Automobile liability insurance shall be maintained by Contractor as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The amounts of such insurance shall be not less than:
    - (i) Bodily injury liability  
\$175,000.00 (limit each person); and  
\$1,000,000.00 (limit each occurrence); and
    - (ii) Property damage liability  
\$25,000.00 (limit each person); and



\$1,000,000.00 (limit each occurrence),

- (iii) Bodily injury and property damage liability  
\$1,000,000.00 (combined single limit each accident)

(e) Insurance premiums and costs are expenses assumed by Contractor and recouped through their fees and not as an expense or separate cost to OCWUT, except as allocated in Contractor's operational costs.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.



IN WITNESS WHEREOF, the parties have set their hands to this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

By \_\_\_\_\_

As \_\_\_\_\_

ATTEST: (Seal)

\_\_\_\_\_  
Secretary/Witness

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have set their hands to this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, 2018.

PORT AUTHORITY OF THE GREATER  
OKLAHOMA CITY AREA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

REVIEWED for form and legality this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Assistant Municipal Counselor

**TOTAL Invoice**

Foreign-Trade Zone #106

Marketing Activity Billing Report

**Time Period:** 9/1 – 9/30/18

**Hours worked:** 32 hours x \$50/hr = \$1600

Submitted by Matthew Weaver

<b>Project</b>	<b>Activity</b>	<b>Time</b>
<b>General Administrative and Marketing</b>	Annual Report; Responding to FTZ inquiries; FTZB/USCBP; research; support; general networking	13
<b>Prospect Follow-ups</b>	Research & Follow-up	1
<b>DitchWitch</b>	Communications, analysis	1
<b>Cheneire/Midship</b>	Designation, Security and Activation activities and associated administrative work with UCBP and the FTZB	13
<b>Xerox</b>	Meetings, communications	2
<b>Confidential client</b>	Meetings, communications	2

**Billable Time:** 32 hours

**Total Due:** \$1600

**TOTAL Invoice**

Foreign-Trade Zone #106

Marketing Activities

10/1 – 10/31/18

**Hours worked:** 32 hours x \$50/hr = \$1600

Submitted by Matthew Weaver

<b>Project</b>	<b>Activity</b>	<b>Time</b>
<b>General Administrative and Marketing</b>	Responding to FTZ inquiries; FTZB/USCBP; research; support; general networking; Lt Gov. office	15
<b>Prospect Follow-ups</b>	Research & Follow-up	1
<b>Xerox</b>	Meetings/calls/emails on FTZB and USCBP about considerations for re-activation; security and bond requirement particulars; invoice preparation; FTZ #106 request to USCBP	12
<b>Citizen Potawatomie Nation</b>	Meeting	4

**Billable Time:** 32 hours

**Total Due:** \$1600

**TOTAL Invoice**

Foreign-Trade Zone #106

Marketing Activities

11/1 – 11/30/18

**Hours worked:** 32 hours x \$50/hr = \$1600

Submitted by Matthew Weaver

<b>Project</b>	<b>Activity</b>	<b>Time</b>
<b>General Administrative and Marketing</b>	Responding to FTZ inquiries; meetings with FTZ oriented attorneys; FTZB/USCBP; research; support; general networking; Gov's ED transition team member's request for information; general information requests	16
<b>Prospect Follow-ups</b>	Research & Follow-up	1
<b>Xerox</b>	Meetings/calls/emails with FTZB and USCBP concerning re-activation elements; security and bond requirement particulars; FTZ #106 request to USCBP for concurrence, and for initiation of background checks	14
<b>Kodak</b>	Misc. administrative	1

**Billable Time:** 32 hours

**Total Due:** \$1600



10/15/2018

#57530



529 14th Street NW, Suite 1071 Washington, DC 20045

(202) 331-1950

jzapata@naftz.org

Order #57530

Date: 10/4/2018

Transaction Date: 10/3/2018

Customer:

#15351

Barry Murphy (Chairman)

Billing:

Barry Murphy (Chairman)

105 N Hudson Ave Ste 101

Oklahoma City, Oklahoma 73102-4801

United States

Line Items

Item	Item Price	Charge Amount	Total
2019 Grantee Designated Membership	\$1,250.00 (Garantee Designated General Price)	\$1,250.00	\$1,250.00

Notes

Note Category	Note Title	Note	Follow Up Date	Created On	Created By	Edit
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*On 40 pay  
Authentic Drew  
10/16/18*

Total: \$1,250.00  
Payments: \$0.00  
Balance: \$1,250.00