AUTHORIZATION OF SETTLEMENT AGREEMENT WITH MCGOVERN CONSULTING GROUP LLC

WHEREAS, the Philadelphia Regional Port Authority (hereinafter, the "Authority" or "PhilaPort") is authorized under Section 6 of the Act of July 10, 1989, P.L. 290, No. 50, 55 P.S. Sections 697.1-697.24 of the General Assembly of the Commonwealth of Pennsylvania (the "PRPA Act") to execute contracts and other instruments necessary or convenient to the conduct of its business, and to take such actions as are necessary to carry out the powers granted to the Authority; and

WHEREAS, PhilaPort awarded McGovern Consulting Group LLC ("McGovern") a small dollar service order totaling $24,678.81, attached as Exhibit A to provide software licensing, configuration, support, training, and related services associated with PhilaPort's financial management system; and

WHEREAS, as more fully described in the memorandum attached as Exhibit B, additional technical support and consulting services exceeding the authorized service order amount became necessary to address data conversion issues, reconcile historical financial data, generate required reports, and respond to auditor requests during PhilaPort's annual financial audit; and

WHEREAS, the additional services have been performed, and the invoices attached as Exhibit C have been submitted seeking compensation for such services; and

WHEREAS, PhilaPort received the benefit of the services provided and determined that the rates charged are fair and reasonable; and

WHEREAS, it is anticipated that additional services by McGovern in an amount not to exceed $31,000 will be required through completion of PhilaPort's annual financial audit; and

WHEREAS, the Board of Directors has determined that it is in the best interests of PhilaPort to resolve any claims relating to the additional services.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the Philadelphia Regional Port Authority hereby authorizes the CEO/Executive Director to pay McGovern Consulting Group LLC in an amount not to exceed $31,000, in full and final settlement of any and all claims arising from or relating to the Project.

2. As a condition of payment, McGovern Consulting Group LLC shall execute a release and settlement agreement, in a form approved by counsel, releasing PhilaPort and its officers, directors, employees, agents, and representatives from any and all claims arising from or relating to the services that are the subject of this settlement.

3. The Chief Executive Officer/Executive Director and such other officers as may be necessary are authorized to execute all documents and take all actions necessary to implement this Resolution.

Exhibit A

Docusign Envelope ID: 60E2B46F-4287-8B4B-8382-0C9A585F55C3

PhilaPort

PHILADELPHIA REGIONAL PORT AUTHORITY
3460 North Delaware Avenue, 2nd Floor
Philadelphia, PA 19134
Phone: (215) 426-2600
Fax: (215) 426-6800

SERVICE ORDER
Project Number: 26-099-S
Date: 07/31/2026
Ship Date: N/A

VENDOR	**ADDRESS**
McGovern Consulting Group LLC 196 West Ashland Street, Suite 205 Doylestown, PA 18901 Dennis McGovern (888) 846-1544 dmcgovern@mcgoverncg.com	Philadelphia Regional Port Authority 3460 N. Delaware Ave, 2nd Floor Philadelphia, PA 19134 Finance Department finance@philaport.com

ORDERED BY	SHIP VIA	F.O.B	TERMS DESCRIPTION
Kelly Beers	N/A	N/A	N/30

LINE NUMBER	DESCRIPTION	ORDERED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENSION
1	This Service Order confirms the purchase of six (6) MIP Fund Accounting Software Seats. The duration of this agreement shall be one (1) years with four (4) additional options to renew	1	YEAR	$12,078.81	$12,078.81
3	Additional Services Required per Proposal 2026-52	1	LUMP SUM	$12,600.00	$12,600.00

TOTAL PRICE: $24,678.81

The term of this Agreement shall commence on **August 1, 2026, and continue through July 31, 2027**, replacing the initial term specified in PO 22-102-S of October 19, 2025, through October 18, 2026.

Vendor shall be bound by PhilaPort's Service Contract Terms and Conditions, attached hereto as Exhibit A and incorporated herein by reference.

The services to be performed and/or materials to be delivered under this Agreement shall be provided in accordance with McGovern Proposals No. 2026-55 and 2026-52, attached hereto as Exhibit B and incorporated herein by reference.

Unit/monthly pricing is firm and is not subject to escalation. Additional fees/ charges will not be added to invoices.

The Philadelphia Regional Port Authority is an agency of the Commonwealth of PA and is not subject to PA Sales Tax.

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PHILADELPHIA REGIONAL PORT AUTHORITY
3460 North Delaware Avenue, 2nd Floor
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SERVICE ORDER
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McGovern Consulting Group LLC 196 West Ashland Street, Suite 205 Doylestown, PA 18901 Dennis McGovern (888) 846-1544 dmcgovern@mcgoverncg.com	Philadelphia Regional Port Authority 3460 N. Delaware Ave, 2nd Floor Philadelphia, PA 19134 Finance Department finance@philaport.com

Dennis McGovern
McGovern Consulting Group LLC — 8/3/26 Date

DocuSigned by:
Brian Gocial
4809A414F450455...
Brian Gocial, Director of Procurement — 8/3/2026 | 11:51 AM EDT Date

DocuSigned by:
Lindsay Mulgrew
09B13A4F3FAF43A...
George Hutchinson, IV, Director of Finance — 8/3/2026 | 12:27 PM EDT Date

DocuSigned by:
Colette A. Pete, Esq.
3B0310BD72BF418...
Colette A. Pete, Chief Counsel — 8/3/2026 | 12:38 PM EDT Date

Signed by:
C24D2CBBE74848D...
Richard Lazer, Executive Director & CEO — 8/5/2026 | 4:58 AM PDT Date

cc: Finance Department, Anna Dolan

Docusign Envelope ID: 60E2B46F-4287-8B4B-8382-0C9A585F55C3

Proposal

2026-52

Issue Date: 6/15/26

To

PhilaPort

3460 N. Delaware Avenue 2nd Floor

Philadelphia, PA 19134

From

McGovern Consulting Group, LLC

196 West Ashland St.

Doylestown, PA 18901

We would like to thank you for considering the McGovern Consulting Group as one of your organization's trusted advisors. We look forward to cultivating our partnership as we help you meet your organization's needs. Please see the below proposed services:

Name	Description	Amount	Qty	Total
Change Order 22-102-S 003	Imports Assistance & Training -Kale -Payroll -JV Financial Reporting Assistance -Auditor Reports -GASB -Commonwealth Rollup -Terminal P&L Period 13 - Training and Reporting	$12,600.00	1	$12,600.00

Subtotal	$12,600.00
Total	**$12,600.00**

Client-signature

Client name Date

Signature

Counter-signature

Dennis McGovern 8/3/26

Name Date

Signature

Terms and Conditions

Docusign Envelope ID: 60E2B46F-4287-8B4B-8382-0C9A585F55C3

Client-signature		Counter-signature	
Client name	Date	Name	Date
Signature		Signature	

Dennis McGovern 8/3/26

Terms and Conditions

Client Resources:
Designate a specific employee as the Client Project Manager (CPM).
CPM responsibilities include project management, documentation gathering, scheduling, on-site logistics, and participating in key decisions. Basic PC skills are required.
Basic accounting skills and familiarity with the current system are essential for MIP Fund Accounting training and implementation.

Termination & Settlement:
Clients can terminate services in writing with or without cause at any time.
Upon termination notice, a settlement invoice is prepared reflecting unbilled time and expenses incurred.
Client is responsible for prompt payment of outstanding invoices and project-related charges as per the settlement invoice. McGovern Consulting Group, LLC may also terminate the client relationship in writing at any time, returning any original client documents in its possession.

Warranties of Merchantability and Fitness:
Disclaiming all warranties for software services, including implied warranties of merchantability and fitness. McGovern Consulting Group, LLC and affiliates are not liable for special, indirect, or consequential damages arising from the use and performance of software.

This letter sets forth the entire agreement. Any prior agreements, discussions, or understandings are superseded by this letter. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. If the foregoing fairly sets forth your understanding, please sign the copy of this letter where indicated and return it to us. If you have any questions, please do not hesitate to call at: 888-876-1544.

In closing, thank you for considering our software and services for your vital financial management project. We would consider it a privilege to play our small part in assisting your organization in achieving its mission.

Docusign Envelope ID: 60E2B46F-4287-8B4B-8382-0C9A585F55C3

Client Resources:
Designate a specific employee as the Client Project Manager (CPM).
CPM responsibilities include project management, documentation gathering, scheduling, on-site logistics, and participating in key decisions. Basic PC skills are required.
Basic accounting skills and familiarity with the current system are essential for MIP Fund Accounting training and implementation.

Client Service Fees & Out-of-Pocket Expenses:
Reasonable out-of-pocket expenses (mileage, tolls, parking, project consumables, overnight accommodations, airfare, rental car, or ground transportation, etc.) are fully reimbursable.
Out-of-pocket and project-related expenses are not included in client fee estimates and will be separately noted on invoices.

Termination & Settlement:
Clients can terminate services in writing with or without cause at any time.
Upon termination notice, a settlement invoice is prepared reflecting unbilled time and expenses incurred.
Client is responsible for prompt payment of outstanding invoices and project-related charges as per the settlement invoice. McGovern Consulting Group, LLC may also terminate the client relationship in writing at any time, returning any original client documents in its possession.

Warranties of Merchantability and Fitness:
Disclaiming all warranties for software services, including implied warranties of merchantability and fitness. McGovern Consulting Group, LLC and affiliates are not liable for special, indirect, or consequential damages arising from the use and performance of software.

This letter sets forth the entire agreement. Any prior agreements, discussions, or understandings are superseded by this letter. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. If the foregoing fairly sets forth your understanding, please sign the copy of this letter where indicated and return it to us. If you have any questions, please do not hesitate to call at: 888-876-1544.

In closing, thank you for considering our software and services for your vital financial management project. We would consider it a privilege to play our small part in assisting your organization in achieving its mission.

Exhibit B

PhilaPort
THE PORT OF PHILADELPHIA

3460 North Delaware Ave
Philadelphia, PA 19134-6311
Tel: (215) 426-2600
Fax: (215) 426-6800
www.philaport.com

MEMORANDUM

To: PhilaPort Board of Directors

From: Director of Finance

Re: Additional Audit Support Services Performed by McGovern Consulting Group LLC

Date: November 18, 2026

McGovern Consulting Group LLC currently provides software licensing, configuration, support, training, and related services for PhilaPort's MIP financial management system. During implementation and use of the new general ledger system, Finance identified issues relating to the mapping of 2025 financial data and the conversion of historical financial information from Sage into the MIP platform. These issues became particularly significant during preparation for and completion of PhilaPort's annual financial audit.

To support the audit process, Finance requested additional assistance from McGovern Consulting Group LLC beyond the scope and funding available under the existing service order. The additional services included reconciliation of audit data converted from Sage to MIP, review and reconciliation of approximately three years of historical financial data, preparation and generation of financial reports, and technical assistance in responding to auditor requests. McGovern Consulting Group LLC tracked and documented the time spent performing these services and submitted detailed invoices describing the work performed. The majority of the services have been completed and were provided in support of PhilaPort's efforts to ensure accurate financial reporting and timely responses to audit inquiries. Limited additional support is anticipated to complete the audit.

Finance determined that the additional assistance was necessary given the audit was being conducted in the new general ledger environment and specialized technical expertise regarding the MIP system and converted financial data was required. Finance believes the services assisted in resolving data conversion and reporting issues and in advancing completion of the annual audit.

Finance further determined that the rates charged for the additional services are reasonable. The work was performed by the principal owner of McGovern Consulting Group LLC and the rates charged are consistent with McGovern's standard rates for specialized MIP consulting services. Accordingly, Finance recommends payment of the invoices submitted for the additional audit support services reflected in Exhibit B.

Exhibit C

McGovern Consulting Group, LLC
196 West Ashland Street
Doylestown, PA 18901
888-876-1544

Account Statement

Statement Date: Nov 13, 2026
Acct CL-004

BILL TO

PhilaPort
George Hutchinson
Philadelphia Regional Authority Administration Building, 3460 N Delaware Ave #107, Philadelphia, PA 19134
Ghutchinson@philaport.com

ACCOUNT BALANCE

$21,032.50
Amount due

INVOICED	PAYMENTS	WRITE-OFFS	AR OUTSTANDING
$21,032.50	$0.00	$0.00	$21,032.50

Aging Summary (by invoice)

0-30 DAYS	31-60 DAYS	61-90 DAYS	90+ DAYS
$21,032.50	$0.00	$0.00	$0.00

DATE	TYPE	REFERENCE	DESCRIPTION	DEBIT	CREDIT	BALANCE
Oct 21, 2026	Invoice	INV-2611	Invoice INV-2611	$6,187.50		**$6,187.50**
Oct 27, 2026	Invoice	INV-2615	Invoice INV-2615	$13,970.00		**$20,157.50**
Nov 13, 2026	Invoice	INV-2627	Invoice INV-2627	$875.00		**$21,032.50**
			Closing Balance	**$21,032.50**	$0.00	$21,032.50

Account balance is due upon receipt. Retainer applications reduce invoice balances but are not cash receipts. Please reconcile and report any discrepancies promptly.