

Board of Directors Meeting

July 26, 2021 09:00 AM



Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

Brad Talbert

II. [Approval of Minutes](#)

Chairman Shelton

Board of Directors Meeting Minutes - June 28, 2021

III. Public Comments

IV. Presentations

Milestones:

Jill Mashburn, Sr. Executive Assistant to COO - 20 years - Presented by Fred Wong

Rebecca Dicks, Sr. Executive Assistant & Board/Travel Liaison - 10 years - Presented by Beth McCague

Ethics for Independent Authorities

Carla Miller, Ethics
Director, COJ

V. New Business

[BD2021-07-01](#)

Sovereign Submerged Land Lease

Fred Wong

[BD2021-07-02](#)

Purchase of Property - 3500 Zoo Parkway

Mike McClung

[BD2021-07-03](#)

Federation of Public Employees Collective Bargaining Agreement

Linda Williams

[AC2021-07-21-01](#)

SSA JCT - Program Management and Inspection Services
AECOM Technical Services, Inc.

James Bennett

[AC2021-07-21-02](#)

Upland DMMA - Buck Island Cell B - Phase 1 - Construction of Toe Dike CO#4
Brance Diversified, Inc.

James Bennett

[AC2021-07-21-03](#)

Upland DMMA - Buck Island Cell B - Phase 2 - Capacity Creation
Brance Diversified

James Bennett

VI. CEO Update

Eric Green

VII. Reports

- R2021-07-01 Engineering and Construction Update by James Bennett Info Only
- R2021-07-02 Financial Highlights by Beth McCague Info Only
- R2021-07-03 Financials/Vital Statistics Mike McClung
- R2021-07-04 Commercial Highlights by Robert Peek Info Only
- VIII. Other Business Chairman Shelton
 - Approval of Travel - Chairman Shelton recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the months of August/September 2021.
- IX. Miscellaneous
 - A. Awards Committee Meeting Minutes - July 21, 2021
 - B. Emergency Purchases - None
 - C. Unbudgeted Transactions - None
- X. Adjourn Chairman Shelton



Minutes for Board of Directors Meeting

06/28/2021 | 09:15 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Mr. Jamie Shelton, Chairman
Ms. Wendy Hamilton, Vice Chair
Mr. Palmer Clarkson, Treasurer
Mr. Daniel Bean, Secretary
Dr. John Allen Newman, Member
Mr. Brad Talbert, Member

Mr. Ed Fleming, Member - Absent

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Mr. Fred Wong, Chief Operating Officer
Ms. Beth McCague, Chief Financial Officer
Ms. Linda Williams, Chief, Adm. & Corporate Performance
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Sr. Director, Engineering & Construction
Mr. Robert Peek, Director & GM, Business Development
Mr. Mike McClung, Director of Finance
Mr. David Migut, Office of General Counsel
Mr. Ron Salem, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Agenda

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, June 28, 2021 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Jamie Shelton called the meeting to order at 9:15 A.M. and welcomed all attendees.

Chairman Shelton welcomed special guests Dr. Quinton White and Dr. Raymond Oldakowski from Jacksonville University who would be making a presentation later in the meeting.

Pledge of Allegiance/Moment of Silence

Board Member Dr. John Newman led the audience in the Pledge of Allegiance and a moment of silence.

Approval of Minutes

Chairman Shelton called for approval of the April 26, 2021 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Clarkson, the Board unanimously approved the minutes as submitted.

Public Comments

Chairman Shelton called for comments from the public. There being none, he moved on to Presentations.

Presentations

Milestone:

Mr. Fred Wong recognized Ron Alford, Assistant Manager, Facilities, for reaching his 25-year milestone and thanked him for his service.

Safety Initiatives Update

Mr. Nick Primrose presented a Safety Initiatives Update. He stated the goal is to create a zero-accident work place. He along with Risk Manager Chris Crouch have developed some short, mid and long-term strategies to implement this goal. Short term strategies include 100% mandatory CPR training for all employees, bringing in an environmental health and safety field officer, adding more traffic control safety devices on the terminals and revamping the safety security violations. Mid and long-term strategies include monthly safety talks, developing a safety inspection schedule to go out to the port's warehouses and tenants to make sure everything is in compliance, and creating a safety plan and checklist for every single job so employees are aware of what they need to do to be safe.

New Business

BD2021-06-01 SSA Lease Amendment – Second Amendment

Ms. Linda Williams presented this submission seeking Board approval to amend the SSA contract to eliminate the 2021 \$6,000,000 lease prepayment scheduled, refund an additional \$4,000,000 reducing the total amount of the sublease prepayment to \$18 million, and increasing the short ton rate going forward rather than adhere to the original agreement.

After a motion by Mr. Talbert and a second by Mr. Clarkson, the Board voted to approve this submission.

BD2021-06-01 Proposed Operating and Capital Budget for FY2022

Ms. Beth McCague presented this submission for Board approval of JAXPORT's proposed FYE2022 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Jacksonville City Council. This submission was approved earlier by the Audit Committee and recommended for approval by the full board.

Chairman Shelton asked Wendy Hamilton, Chair of the Audit Committee, if she would like to add any remarks. Ms. Hamilton stated that the Audit committee did meet earlier this morning and unanimously voted to approve the Proposed Operating and Capital Budget for FY2022. She thanked Beth and her team for putting together a good budget and providing useful background information for their review.

After a motion by Dr. Newman and a second by Ms. Hamilton, the Board voted to approve this submission.

CEO Update

Mr. Green informed the Board that JAXPORT is assisting in the mitigation issues associated with the pandemic. The operations and security team led a corroborative effort with the State of Florida to provide COVID-19 vaccinations to seafarers and port workers at JAXPORT. In addition, the two agencies worked with vessel agents to offer vaccines to crew members aboard vessels that called on JAXPORT. They also visited a number of the port's tenants and approximately 500 people have been vaccinated.

Mr. Green stated that JAXPORT is patiently awaiting the restart of cruise. As it waits, the first US cruise ship departed Port Everglades this past weekend since the start of the pandemic. The ship has a capacity of 3,000 people, however, it sailed at 42%. 100% of the crew members were vaccinated, 2 adults were unvaccinated, and 24 children were not vaccinated. As of Sunday evening, Mr. Green spoke with the Port Everglades Port Director and he stated that there have not been any issues on this cruise. Fred Wong continues to work closely with Carnival Cruise Lines and it seems as though JAXPORT is looking at a restart of no later than November of this year.

Mr. Green reminded everyone that we are in hurricane season. The staff is going through the appropriate protocols. For Board members who are not registered with the port's Everbridge weather alert program and would like to be, they should let staff know and they can get them registered.

Mr. Green stated that he, along with Fred Wong and Alberto Cabrera, traveled to Puerto Rico recently. Ninety percent of all U.S. goods that go to the island of Puerto Rico are shipped through JAXPORT. Mr. Green said that he did not realize the lifeline of Puerto Rico and JAXPORT. It was a very eye opening

and humbling trip to realize that if anything happened to JAXPORT's ability to handle cargo, the island of Puerto Rico would be completely shut off. One of the items agreed upon during their meeting was that there will be an annual, collaborative workshop between JAXPORT and the Puerto Rico Ports Authority to discuss ideas of what Plan B should look like if something were to happen at JAXPORT and/or Puerto Rico.

Mr. Green informed the Board that on October 1, 2021, JAXPORT will be entering the last year of a three-year Union Contract Agreement. He stated that we have started negotiations with our Union, and it looks like we may actually execute another three-year contract ahead of schedule. The Board could be looking at a new Union contract soon, but it will not take effect until October of 2022.

Mr. Green stated that one of the most important aspects of the port's new strategic master plan is its commitment to environmental stewardship. He then introduced Dr. Quinton White, Executive Director, Marine Science Research Institute/Professor of Biology, Marine Science and Dr. Raymond Oldakowski, Professor of Geography & Principle Investigator for PPI Polling to discuss a new program between Jacksonville University and JAXPORT called CONNECTED, a St. Johns River Educational Partnership. This partnership will educate the public, including schools and civic organizations about the important role the river plays in Northeast Florida's ecosystem as well as in our community and economy.

Jacksonville University St. Johns River Educational Partnership

Dr. Quinton White discussed the essence of the JU-JAXPORT partnership and the service the St. Johns River provides Northeast Florida. He stated that the goal is to connect people through education and outreach such as public speaking events, experiential learning on the river, hands-on learning, social media, a website with links to calendar events, educational videos, lesson plans, activity sheets and links to the St. Johns River Report and to Dr. White's River Life column as resources everyone can use learn about the river. He stated as part of the initial program, they conducted a preliminary online survey of the Jacksonville area resident's awareness of the river. They will return in three years to do a post survey to evaluate the outcome and determine how to move forward. Dr. White then turned the presentation over to Dr. Oldakowski.

Dr. Raymond Oldakowski shared several of the questions and preliminary results of the survey conducted through the partnership and found that 99% of people surveyed believed that it is either very important or at least somewhat important for people in Jacksonville to learn about the St. Johns River. That number clearly speaks to the importance of the partnership.

Reports

R2021-06-01 Engineering and Construction Update

Mr. James Bennett provided an overview of the key capital and engineering projects.

R2021-06-02 Financial Highlights by Beth McCague

Ms. Beth McCague provided Financial Highlights to the Board in their books for the month of May 2021.

R2021-06-03 Financials/Vital Statistics

Mr. Mike McClung provided an overview of the financials and vital statistics.

R2021-06-04 Commercial Highlights

Mr. Robert Peek provided commercial highlights to the Board for the month of June 2021.

Other Business

After a motion by Mr. Talbert and a second by Mr. Clarkson, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of June/July 2021.

Miscellaneous

There were no emergency purchases or unbudgeted transactions.

Adjourn

There being no further business of the Board, the meeting adjourned at 10:36 A.M.



SUBMISSION FOR BOARD APPROVAL

SUBJECT: SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL		
SSLL No. 160222132		
Dames Point Marine Terminal – West Channel		
COST:	\$ 0.00 (Renewal Fee)	BUDGETED: N/A
SOURCE OF FUNDS: N/A		

BACKGROUND: The Jacksonville Port Authority (JAXPORT) originally entered into a Lease Agreement No. 160222132 (SSLL) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) in 2001. The lease has subsequently been renewed every 5 years. The lease is necessary in order to allow JAXPORT to construct, operate and maintain a docking facility and a wharf.

The location was inspected by FDEP in December 2020 as a requirement of the renewal.

JAXPORT does not have any immediate plans on building or constructing a facility at this time. However, maintaining the lease provides the ability if and when needed.

There is no cost to JAXPORT for the renewal.

STATUS: The State will renew the Lease for an additional five (5) year Term on the same terms and conditions as the original Lease.

RECOMMENDATION: Recommendation is hereby made for the Board to approve the Lease renewal and that the Board authorize the Chief Executive Officer, or his designee, to execute all documents necessary for the Submerged Lands Lease as shown in attachment.

ATTACHMENT: Map showing location of SSLL and Sovereignty Submerged Lands Lease Instrument with Sketch and Property Description



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Frederick P. Wong Jr.
Chief Operating Officer

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

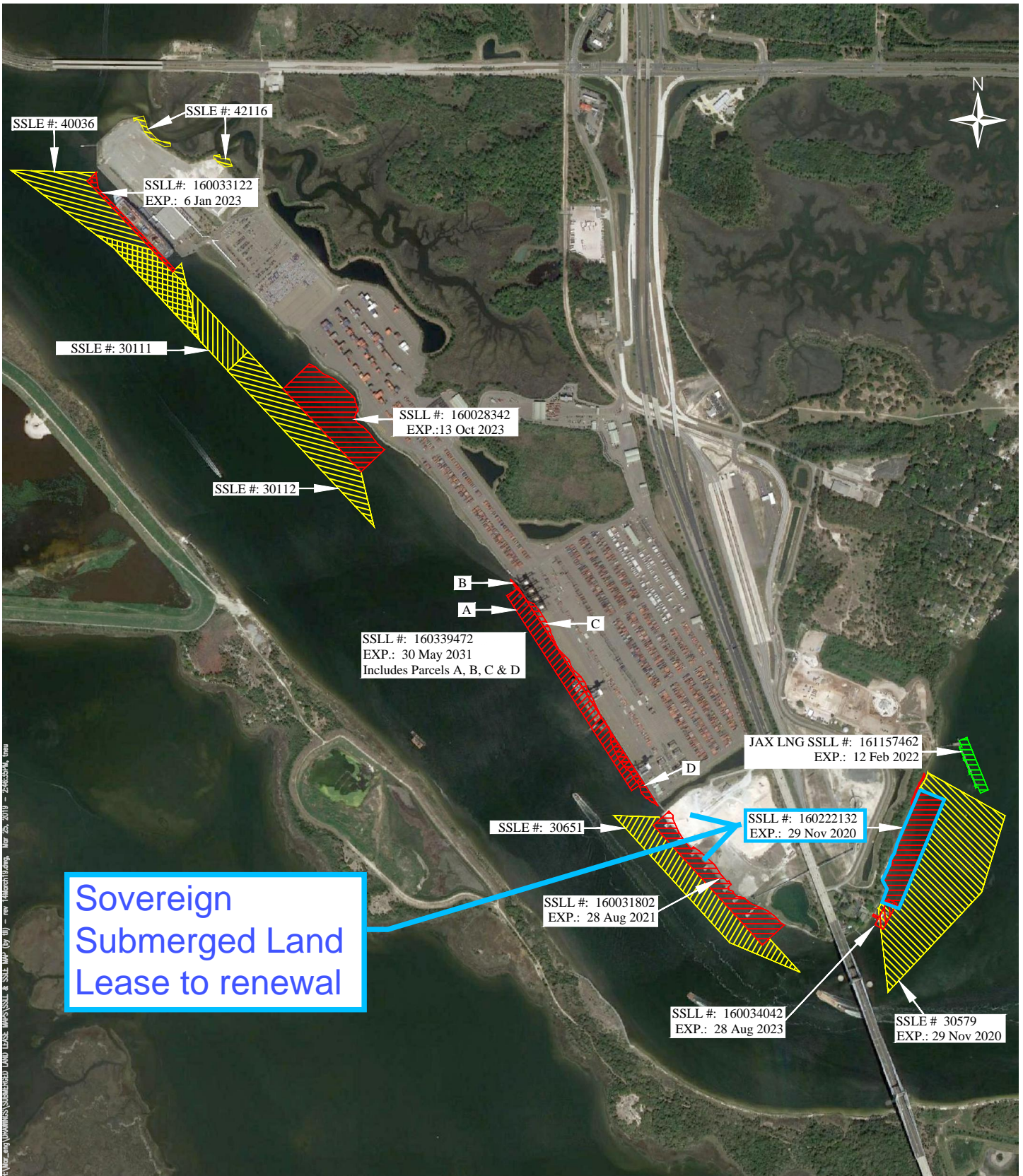
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Daniel Bean, Secretary

Jamie Shelton, Chairman



**DAMES POINT MARINE TERMINAL
SUBMERGED LAND LEASES & EASEMENTS**
MARCH 2019

- JAXPORT SSL
- JAXPORT SSLE
- JAX LNG SSL

This Instrument Prepared By:

Karen Lee Reecy

Action No. 42965

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 160222132

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Jacksonville Port Authority, a body politic and corporate, hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Sections 42 and un-surveyed Section 25, Township 01 South, Range 27 East, in St. Johns River, Duval County, Florida, containing 306,662 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 25, 2000.

TO HAVE THE USE OF the hereinabove described premises from November 29, 2020, the effective date of this lease renewal, through November 29, 2025, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 1-slip docking facility and wharf to be used exclusively for mooring of a cruise ship in conjunction with an upland cruise ship terminal, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-172980-002-EI, dated January 23, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent from the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street- 6A, Tallahassee, Florida 32399-1600 (phone 850/922-43330).

B. The Lessee shall install and maintain bumpers or fenders which provide at least four feet of standoff from the bulkhead or wharf under maximum operational compression.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Original Signature

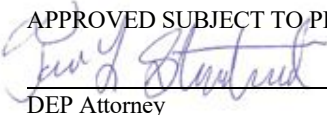
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



12/14/2020

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES: Jacksonville Port Authority,
a body politic and corporate (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Eric Green
Typed/Printed Name of Executing Authority

Original Signature

Chief Executive Officer
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20_____, by Eric Green as Chief Executive Officer, for and on behalf of Jacksonville Port Authority. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

11/23/2020

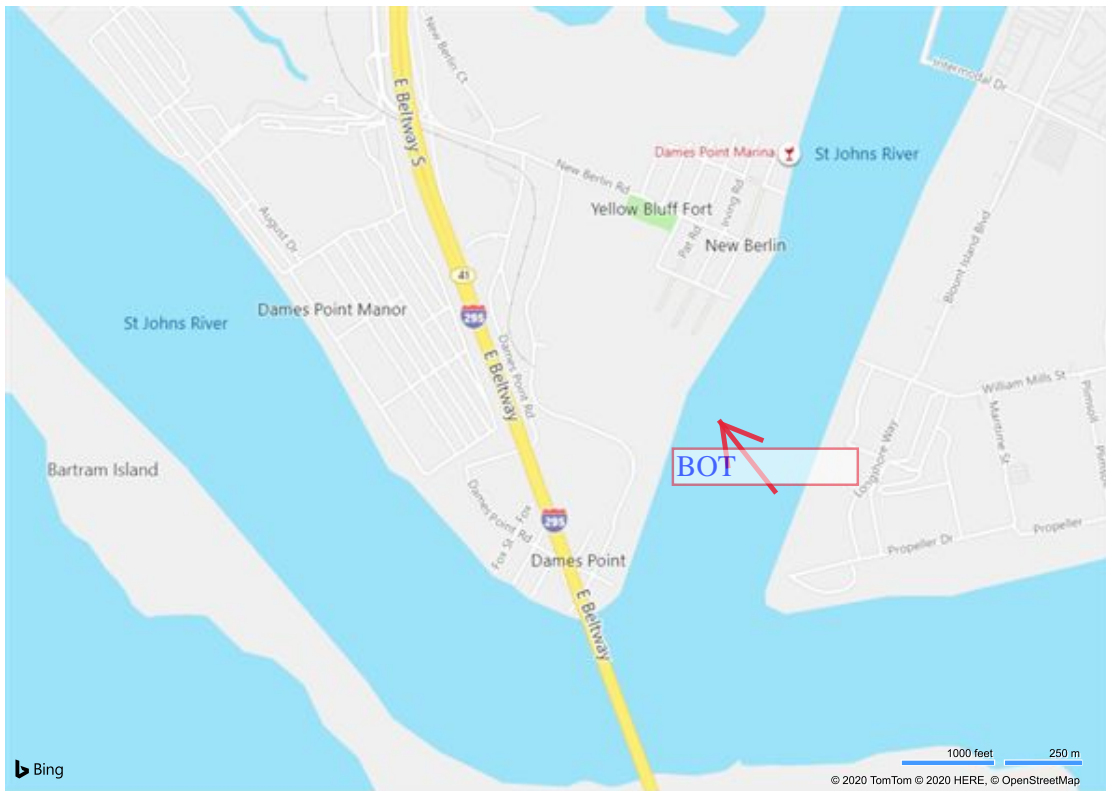
Bing Maps - Directions, trip planning, traffic cameras & more



Notes

BOT 160222132 Action 42965

Lessee: Jacksonville Port Authority



<https://www.bing.com/maps>

1/1



Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

18775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

AUG 29 PM 1 45
STATE OF FLORIDA
DEP - NE DISTRICT
JACKSONVILLE

July 31, 2000
Revised:
August 25, 2000

Work Order No. s00-198A
Dames Point Cruise Terminal
Page 1 of 2

SUBMERGED LAND LEASE AREA

A portion of Submerged Sovereign Lands of the State of Florida lying in the St. Johns River, Unsurveyed Section 25, Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of Tract "E", Dames Point Replat as recorded in Plat Book 28, pages 25, 25A & 25B of the current Public Records of said county; thence South 67°04'00" East, along the Northerly line of said Tract "E", 1663 feet, more or less, to its intersection with the Mean High Water Line of said St. Johns River; thence Southwesterly along said Mean High Water Line the following five courses: (1) South 15°31'27" West, 38.34 feet; (2) South 17°00'57" West, 30.48 feet; (3) South 26°14'09" West, 51.31 feet; (4) South 33°00'49" West, 50.47 feet; (5) South 35°10'57" West, 49.45 feet to an angle point in said Mean High Water Line and to the Point of Beginning.

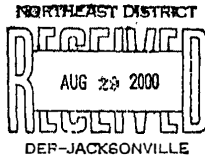
From the Point of Beginning, thence continue along said Mean High Water Line the following thirty-four courses: (1) North 88°31'06" West, 20.73 feet; (2) North 21°05'05" East, 19.08 feet; (3) North 47°49'12" East, 16.21 feet; (4) North 25°22'51" East, 41.61 feet; (5) North 36°39'57" East, 49.29 feet; (6) North 24°24'31" East, 33.79 feet; (7) North 07°10'38" West, 17.01 feet; (8) North 83°48'34" West, 6.31 feet; (9) South 19°49'58" West, 13.07 feet; (10) South 22°51'07" West, 47.54 feet; (11) South 37°10'41" West, 38.57 feet; (12) South 24°48'00" West, 44.53 feet; (13) South 27°23'48" West, 28.60 feet; (14) South 23°04'35" West, 35.90 feet; (15) South 17°18'11" West, 37.65 feet; (16) South 25°24'57" West, 49.30 feet; (17) South 11°42'50" West, 40.25 feet; (18) South 04°02'27" East, 19.02 feet; (19) North 19°26'04" East, 38.77 feet; (20) North 27°21'58" East, 37.94 feet; (21) North 30°07'07" East, 47.35 feet; (22) North 16°39'53" East, 28.20 feet; (23) North 32°22'45" West, 8.45 feet; (24) North 36°52'05" East, 12.40 feet; (25) South 56°08'47" East, 12.93 feet; (26) South 10°57'50" West, 41.52 feet; (27) South 20°41'22" West, 48.21 feet; (28) South 18°56'53" West, 47.48 feet; (29) South 27°33'56" West, 45.90 feet; (30) South 20°56'36" West, 53.52 feet; (31) South 27°02'16" West, 48.99 feet; (32) South 20°47'55" West, 40.53 feet; (33) South 23°02'42" West, 40.16 feet; (34) South 27°37'45" West, 36.09 feet to a point on said Mean High Water Line; thence South 23°13'54" West, departing said Mean High Water Line, 161.18 feet to an intersection with said Mean High Water Line; thence Southeasterly and Southwesterly along said Mean High Water Line the following twenty-one

July 31, 2000
Revised:
August 25, 2000

Work Order No. s00-198A
Dames Point Cruise Terminal
Page 2 of 2

courses: (1) South 51°11'36" East, 4.03 feet; (2) South 17°13'52" West, 36.78 feet; (3) South 14°43'49" West, 47.48 feet; (4) South 04°29'10" West, 41.17 feet; (5) South 68°42'07" West, 26.65 feet; (6) South 76°47'59" West, 6.52 feet; (7) South 33°18'00" West, 19.35 feet; (8) South 05°25'59" West, 41.80 feet; (9) South 26°21'16" East, 38.56 feet; (10) South 78°21'20" West, 22.10 feet; (11) South 52°16'29" West, 41.09 feet; (12) South 24°09'29" West, 42.75 feet; (13) South 25°06'41" West, 50.90 feet; (14) South 15°23'30" West, 42.27 feet; (15) South 17°16'00" East, 31.26 feet; (16) South 26°19'30" East, 37.48 feet; (17) South 37°20'28" East, 34.04 feet; (18) South 38°06'53" East, 9.41 feet; (19) South 20°55'12" West, 44.66 feet; (20) South 23°49'45" West, 47.88 feet; (21) South 24°57'57" West, 47.19 feet to a point on said Mean High Water Line; thence South 67°04'00" East, departing said Mean High Water Line, 177.14 feet; thence North 22°56'00" East, 1200.00 feet; thence North 65°32'29" West, 278.86 feet to the Point of Beginning.

Containing 7.04 acres, more or less.

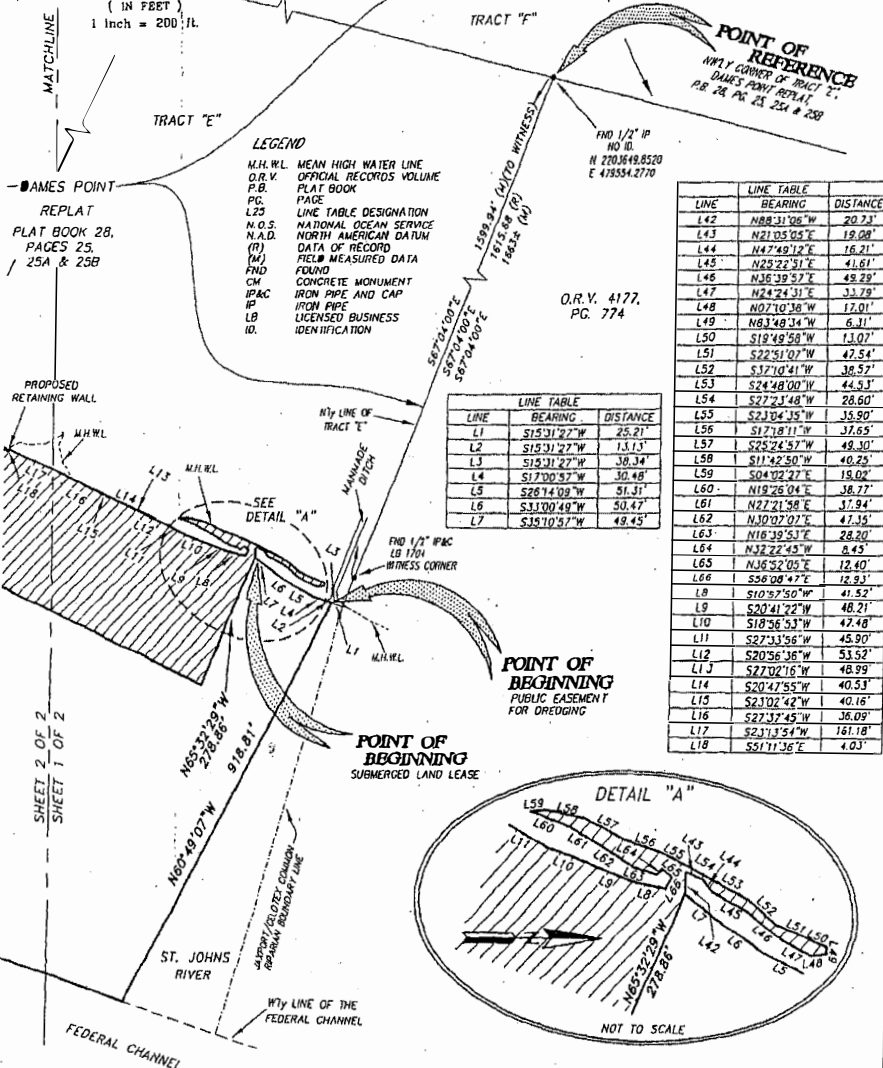
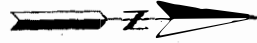
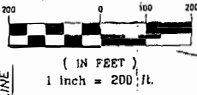


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S15°31'27"W	25.21'
L2	S15°31'27"W	13.13'
L3	S15°31'27"W	38.34'
L4	S17°00'57"W	30.48'
L5	S26°14'09"W	51.31'
L6	S33°00'49"W	50.47'
L7	S35°10'57"W	49.45'

LINE	BEARING	DISTANCE
L42	N88°31'06"W	20.73'
L43	N21°05'05"E	19.08'
L44	N47°49'12"E	16.21'
L45	N25°22'51"E	41.61'
L46	N36°39'57"E	49.29'
L47	N24°24'31"E	33.79'
L48	N07°10'38"W	17.01'
L49	N83°48'34"W	6.31'
L50	S19°49'58"W	13.07'
L51	S22°51'07"W	47.54'
L52	S37°10'41"W	38.57'
L53	S24°48'00"W	44.53'
L54	S27°23'48"W	28.60'
L55	S23°04'35"W	35.90'
L56	S17°18'11"W	37.65'
L57	S25°24'57"W	49.30'
L58	S11°42'50"W	40.25'
L59	S04°02'27"E	19.02'
L60	N19°26'04"E	38.77'
L61	N27°21'58"E	37.94'
L62	N30°07'07"E	47.35'
L63	N16°39'53"E	28.20'
L64	N32°22'45"W	8.45'
L65	N36°52'05"E	12.40'
L66	S56°08'47"E	12.93'
L8	S10°57'50"W	41.52'
L9	S20°41'22"W	48.21'
L10	S18°56'53"W	47.48'
L11	S27°33'56"W	45.90'
L12	S20°56'36"W	53.52'
L13	S27°02'16"W	48.99'
L14	S20°47'55"W	40.53'
L15	S23°02'42"W	40.16'
L16	S27°37'45"W	36.09'
L17	S23°13'54"W	161.18'
L18	S51°11'36"E	4.03'
L19	S17°13'52"W	36.78'
L20	S14°43'49"W	47.48'
L21	S04°29'10"W	41.17'
L22	S68°42'07"W	26.65'
L23	S76°47'59"W	6.52'
L24	S33°18'00"W	19.35'
L25	S05°25'59"W	41.80'
L26	S26°21'16"E	38.56'
L27	S78°21'20"W	22.10'
L28	S52°16'29"W	41.09'
L29	S24°09'29"W	42.75'
L30	S25°06'41"W	50.90'
L31	S15°23'30"W	42.27'
L32	S17°16'00"E	31.26'
L33	S26°19'30"E	37.48'
L34	S37°20'28"E	34.04'
L35	S38°06'53"E	9.41'
L36	S20°55'12"W	44.66'
L37	S23°49'45"W	47.88'
L38	S24°57'57"W	47.19'
L39	S24°57'57"W	47.32'
L40	S25°51'14"W	89.03'
L41	S66°54'55"W	6.41'

SPECIFIC PURPOSE SURVEY TO SHOW
 PROPOSED PUBLIC EASEMENT FOR DREDGING AND PROPOSED SUBMERGED LAND LEASE
 OF A PORTION OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING IN THE
 ST. JOHNS RIVER, UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA,
 BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

GRAPHIC SCALE



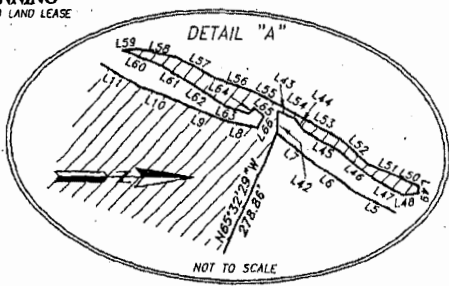
LEGEND
 M.H.W.L. MEAN HIGH WATER LINE
 O.R.V. OFFICIAL RECORDS VOLUME
 P.B. PLAT BOOK
 P.C. PAGE
 L23 LINE TABLE DESIGNATION
 N.O.S. NATIONAL OCEAN SERVICE
 N.A.D. NORTH AMERICAN DATUM
 (T) DATA OF RECORD
 (M) FIELD MEASURED DATA
 F.M.D. FOUND
 C.M. CONCRETE MONUMENT
 I.P. IRON PIPE AND CAP
 L.B. LICENSED BUSINESS IDENTIFICATION

— JAMES POINT
 REPLAT
 PLAT BOOK 28,
 PAGES 25,
 25A & 25B

O.R.Y. 4177,
 PG. 774

LINE	BEARING	DISTANCE
L1	S15°31'27"W	25.21'
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L55	S23°04'35"W	35.90'
L56	S17°18'11"W	37.65'
L57	S25°24'57"W	48.30'
L58	S11°42'50"W	40.73'
L59	S04°02'27"E	18.02'
L60	N18°28'04"E	38.77'
L61	N27°21'58"E	37.94'
L62	N10°02'07"E	47.15'
L63	N18°39'53"E	28.20'
L64	N32°22'45"W	8.43'
L65	N36°52'09"E	12.40'
L66	S58°08'47"E	12.93'
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L11	S27°33'58"W	45.90'
L12	S20°56'38"W	53.52'
L13	S27°02'16"W	48.99'
L14	S20°47'55"W	40.53'
L15	S27°02'42"W	40.16'
L16	S27°32'45"W	36.09'
L17	S23°13'54"W	161.18'
L18	S51°11'36"E	4.03'



REVISED AUGUST 25, 2000 TO AMEND BOUNDARY. SEE SHEET 2 FOR NOTES. SHEET 1 OF 2

Robert M. Angas Associates, inc.
 LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
 SINCE 1924

14775 St. Augustine Road, Jacksonville, FL 32258 Tel: (904) 642-8550
 Certificate of Authorization No.: LB 3624

SCALE: 1" = 200' DATE: JULY 31, 2000

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NORTHEAST DISTRICT

 AUG 29 2000
 GER-JACKSONVILLE

JOSEPH LESLIE REYNOLDS, II
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA P.S.M. No. 5517

7523 461465

Prepared by and Return to:
Theresa R. Matchett
Assistant General Counsel
600 City Hall
Jacksonville, FL 32202

OFFICIAL RECORDS

WARRANTY DEED

THIS INDENTURE is made this 25th day of February, 1993, by THE NORTH SHORE CORPORATION, a Florida corporation, whose address is c/o Carl M. Stewart, Esquire, Post Office Box 479, Jacksonville, Florida 32201 ("Grantor") to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate, existing under Chapter 63-1447, Laws of Florida, whose address is 2701 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of Four Million and No/100 Dollars (\$4,000,000.00) and other valuable considerations, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

R.E. Numbers:

109283-0000; 109285-0000; 109286-0000; 109305-0000; 109306-0000; 109307-0000; 109308-0000; 109309-0000; 109310-0000; 109311-0000; 109312-0000; 109313-0000; 109314-0000; 109315-0000; 109316-0000; 109322-0000; 109323-0000; 109324-0000; 109325-0000; 109326-0000; 109327-0000; 109328-0000; 109332-0000; 109333-0000; 109334-0000; 109335-0000; 109336-0000; 109341-0000; 109342-0000; 109343-0000; 109344-0000; 109353-0000; 109354-0000; 109355-0000; 109356-0000; 109357-0000; 109358-0000; 109359-0000; 109360-0000; 109361-0000; 109362-0000; 109363-0000; 109364-0000; 109365-0000; 109369-0000; 109370-0000; 109371-0000; 109372-0000; 109373-0000; 109374-0000; 109375-0000; 109376-0000; 109377-0000; 109378-0000; 109379-0000; 109380-0000; 109381-0000; 109382-0000; 109383-0000; 109384-0000; 109385-0000; 109386-0000; 109387-0000; 109388-0000; 109389-0000; 109390-0000; 109391-0000; 109392-0000; 109401-0000; 109402-0000; 109403-0000; 109404-0000; 109405-0000; 109406-0000; 109407-0000; 109408-0000; 109409-0000; 109410-0000; 109411-0000; 109412-0000; 109413-0000; 109414-0000; 109415-0000; 109416-0000; 109417-0000; 109418-0000; 109419-0000; 109420-0000; 109421-0000; 109429-0000; 109430-0000; 109431-0000; 109432-0000.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Documentary Tax Pd-F.S. 201.02 \$ 23,000.00
Documentary Tax Pd-F.S. 201.08 \$ _____
Intangible Tax Pd-F.S. 199 _____
Receipt# 614957
Henry W. Clark, Clerk of Circuit Court Duval County
By: J.L. Higgins Deputy Clerk

1017523 861467

OFFICIAL RECORDS

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name the day and year above written.

Signed and sealed in our Presence:

THE NORTH SHORE CORPORATION, a Florida Corporation

B. Karen Shaw
B. KAREN SHAW
(print name)

By: Howard G. Shoane
(print name): HOWARD G. SHOANE
(Title): PRESIDENT

Marie Richards
MARIE RICHARDS
(print name)

(Corporate Seal)



STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 12 day of February, 1993 by Howard G. Shoane as President of The North Shore Corporation, a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced as identification and did not take an oath.

Beatrice H. Madge
(print name): BEATRICE H. MADGE
NOTARY PUBLIC, State of New York Large
My Commission Expires: 2/21/95
BEATRICE H. MADGE
Notary Public, State of New York
1110 BROADWAY
New York, New York
Commission Expires February 21, 1995

PARCEL 1

Tract D, except portion conveyed in Official Records Volume 1040, page 654 and Official Records Volume 5287, page 1117; Tract F, except portion conveyed in Official Records Volume 1040, page 654 and Official Records Volume 5979, page 1467 and Tract E, DAMES POINT REPLAT, according to plat thereof as recorded in Plat Book 28, page 25, 25A and 25B, of the current public records of Duval County, Florida, excepting any portion lying within State Road.

PARCEL 2

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 1; Lots 2, 3, 4, 5, 6, 7 and 8, Lots 12, 13, 14, 15, 16 and 17, Block 2; Lots 4, 5, 6 and 7, Lots 16, 17, 18, 19, 20, 21 and 22, Block 3; Lots 1, 2, 3, 4, 5 and 6, Lots 10, 11, 12, 13 and 14, Block 4; Lots 1, 2, 3, 4, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 5; Lots 1, 2, 3, 4, 5, 6 and 7, Block 6; Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, Lots 37, 38, 39 and 40, Block 7, DAMES POINT MANOR, according to plat thereof as recorded in Plat Book 28,

pages 66 and 66A, of the current public records of Duval County, Florida, excepting portions of Lots 8 and 12, Block 2; Lots 7 and 16, Block 3; Lots 9, 10, 28 and 29, Block 7 lying within Expressway Right of Way.

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

RECORDED
JULY 14 2021
CLERK OF CIRCUIT COURT

Prepared by Theresa R. Matchett, Assistant General Counsel, 1300 City Hall, Jacksonville, FL 32202. File # 94-1021, Tichen 94-76, ds - 5,139.40, RLO - 15.00.

Book 7948, Page 2490 - 2492, Doc# 94155327. Filed & Recorded 10/04/94. HENRY W. COOK, CLERK CIRCUIT COURT, DUVAL COUNTY, FL. REC. \$ 15.00. DEED \$ 5,139.40. Total \$5,154.40.

WARRANTY DEED

THIS INDENTURE is made this 23rd day of September, 1994, by EDWIN L. LIPSCHUTZ, an unmarried individual, whose address is 5432 Floral Bluff Road, Jacksonville, Florida 32211, ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of Seven Hundred Thirty Four Thousand One Hundred Eighty Dollars and No/100 Dollars (\$734,180.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference. (Parcel 160)

RE#109195-0000

The above described property is not homestead property under the Constitution of the State of Florida or Florida Statutes.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

Theresa R. Matchett (sign name)

Theresa R. Matchett (print name)

Melanie Madlin (sign name)

Melanie Madlin (print name)

GRANTOR:

Edwin L. Lipschutz (signature and name)

Social Security No:

[Redacted Social Security Number]

Return To: H. Joseph O'Shields, Esquire, Rogers, Towers, Bailey, Jones & Gray, 1301 Gulf Life Drive, Suite 1500, Jacksonville, FL 32207

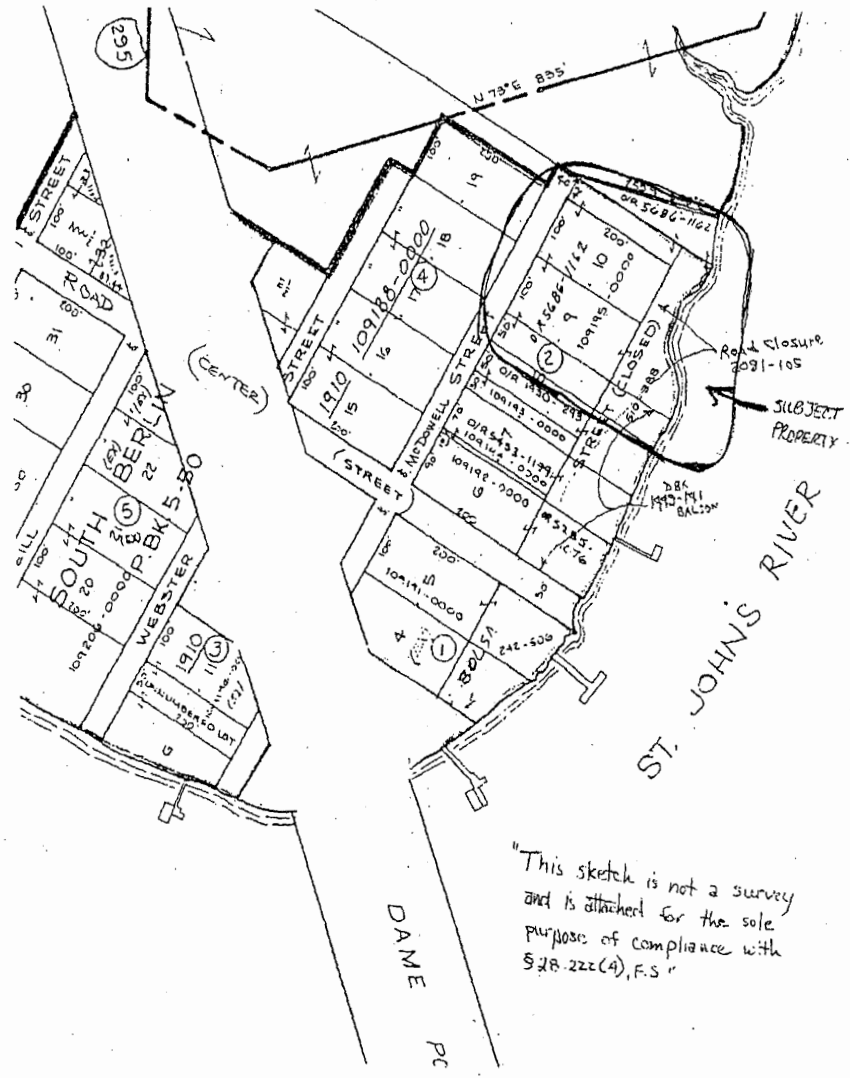
Book 7948 Pg 2491

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of September, 1994, by Edwin L. Lipschutz. He is personally known to me or has produced drivers license as identification and did not take an oath.



Melanie Modlin
(sign name)
Melanie Modlin
(print name)
Notary Public, State of Florida at Large.
My commission expires:



Book 7948 Pg 2492

EXHIBIT "A"

The North $\frac{1}{2}$ of Lot 8 and all of Lots 9 and 10, Block 2, South Berlin according to the plat thereof recorded in Plat Book 5, page 50 of the Current Public Records of Duval County, Florida, together with a part of Von Balsam Street closed by Petition No. 469 and other lands lying Northerly and Easterly thereof, more particularly described as follows:

Begin at an iron in the Easterly line of McDowell Street (a 40.0 foot right of way) that is 250.0 feet North of the Northerly line of Dames Point Road (formerly Center Street); thence North 27°-50'-50" East, 292.0 feet to the Southerly line of Tract E, Dames Point Replat as recorded in Plat Book 28, pages 25, 25A and 25B of the Current Public Records of said County; thence South 78°-43'-40" East, 212.0 feet more or less along the South line of said Tract E to its intersection with the waters of the St. Johns River; thence Southerly along the waters of said river following its meanderings thereof 365.0 feet more or less to its intersection with the Easterly production of the South line of the North $\frac{1}{2}$ of said Lot 8; thence North 62°-08'-40" West, 284.0 feet more or less along the South line of the North $\frac{1}{2}$ of said Lot 8 to the Point of Beginning.

OR BK 15550 PAGE 1569

Bk: 9172
Pg: 1079 - 1081
Doc# 98313265
Filed & Recorded
12/28/98
11:59:43 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

WARRANTY DEED

THIS INDENTURE is made this 9th day of December, 1998, by **ALAN F. CURTIS and JANICE E. CURTIS**, his wife, whose address is 8834 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Four Hundred Ninety Five Thousand, Three Hundred Sixty Three and 00/100 Dollars (\$495,363.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109192-0000

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMPS UNDER THREAT OF EMINENT DOMAIN PROCEDURES PURSUANT TO THE PROVISIONS OF 12B-4.014 (14), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melania M. Modlin
(sign name)

Alan F. Curtis
Alan F. Curtis

Melanie M. Modlin
(print name)

Deborah G. Claytor
(sign name)

Deborah G. Claytor
(print name)

Melania M. Modlin Janice E. Curtis
(sign name) Janice E. Curtis

Melanie M. Modlin
(print name)

Deborah G. Claytor
(sign name)


Deborah G. Claytor
(print name)

3

Prepared by and return To: Melanie M. Modlin
Properties Specialist
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of December, 1998, by Alan F. Curtis and Janice E. Curtis, his wife. They are personally known to me or have produced drivers license as identification and did not take an oath.

 Shawana D. Catus
Commission # CC 787277
Expires DEC 1, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.

My Commission expires: 12/01/2002

 Shawana D. Catus
Commission # CC 787277
Expires DEC, 1, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Book 9172 Pg 108;

EXHIBIT "A"

A portion of Block II, according to map of South Berlin, Section 41, Township 1 South, Range 27 East, Duval County, Florida, as recorded in Plat Book 5, page 50, of the current public records of Duval County, Florida, together with a portion of Unsurveyed Section 25, Township and Range aforementioned, said portions being more particularly described as follows: For point of beginning, commence at the most Westerly corner of said Block II, and run in a Northeasterly direction along the Northwesterly boundary of said Block II, 90.0 feet to a point; run thence in a Southeasterly direction parallel with the Westerly boundary of said Block II to the channel of the St. Johns River; run thence in a Southwesterly direction up said channel, 90.0 feet, more or less, to where same is intersected by the Southeasterly prolongation of the Westerly boundary of said Block II, run thence in a Northwesterly direction along said prolongation and along said Block II boundary, to the point of beginning.

bk: 9172
Pg: 1160 - 1162
Doc# 98313292
Filed & Recorded
12/28/98
12:16:47 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

Book 9172 Pg 1160

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by LILLIAN V. CURTIS, a single person whose address is 4320 McDowell Street, Jacksonville, Florida 32226, ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of Three Hundred Sixty Nine Thousand, Three Hundred Forty Three and 00/100 Dollars (\$369,343.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109193-0000

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMPS UNDER THREAT OF EMINENT DOMAIN PROCEDURES PURSUANT TO THE PROVISIONS OF 12B-4.014 (14), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melanie Modlin
(sign name)

Lillian V. Curtis (3)
Lillian V. Curtis

Melanie Modlin
(print name)

Vicki M Lewis
(sign name)

Book 11450 Page 754

Vicki M. LEWIS
(print name)

Prepared by and return to: Melanie M. Modlin
Properties Specialist
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

STATE OF FLORIDA
COUNTY OF DUVAL

Book 9172 Pg 1161

The foregoing instrument was acknowledged before me this 1st day of December 1998, by Lillian V. Curtis. She is personally known to me or has produced drivers license as identification and did not take an oath.



Shawana D. Curtis
(sign name)

Shawana D. Curtis
(print name)

Notary Public, State of Florida at
Large.

My Commission expires:

EXHIBIT "A"

A portion of Block II, according to map of SOUTH BERLIN, Section Forty-one (41), Township One (1) South, Range Twenty-seven (27) East, Duval County, Florida, as recorded in Plat Book 5, page 50, public records of said County, together with a portion of Unsurveyed Section Twenty-five (25) Township and Range aforementioned, said portions being more particularly described as follows:
For point of reference, commence at the most Westerly corner of said Block II, and run, in a Northeasterly direction, along the Northwesterly boundary of said Block II, one Hundred Seventy (170) feet to a point for point of beginning.
From the point of beginning thus described, continue Northeasterly, along said Block II boundary, Eighty (80) feet to a point; run thence, in a Southeasterly direction, parallel with the Southwesterly boundary of said Block II, to the channel of the St. Johns River, run thence, in a Southwesterly direction, up said channel, Eighty (80) feet, more or less, to where same is intersected by a line running from the point of beginning and being parallel with the Southwesterly boundary of said Block II; run thence Northwesterly, along said last mentioned line, to the point of beginning.

OR BK 15550 PAGE 1575

Book 450 Page 757

Bk: 9172 - 1146
Pg: 1144 - 1146
Doc# 98313286
Filed & Recorded
12/28/98
12:12:08 P.M.
HENRY M. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

WARRANTY DEED

Book 9172 Pg 1144

THIS INDENTURE is made this 1st day of December, 1998, by MICHAEL J. VON BALSON and TERRI D. VON BALSON, his wife, whose address is 4314 McDowell Street, Jacksonville, Florida 32226, ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of Four Hundred Ninety Eight Thousand, One Hundred Sixty Four and 00/100 Dollars (\$498,164.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109194-0000

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMPS UNDER THREAT OF EMINENT DOMAIN PROCEDURES PURSUANT TO THE PROVISIONS OF 12B-4.014(14), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melanie M. Modlin
(sign name)

Michael J. Von Balson
Michael J. Von Balson

Melanie M. Modlin
(print name)

Vicki M Lewis
(sign name)

Vicki M. Lewis
(print name)

Melanie M. Modlin
(sign name)

Terri D. Von Balson
Terri D. Von Balson

Melanie M. Modlin
(print name)

Vicki M Lewis
(sign name)

Vicki M Lewis
(print name)

3

Book 9172 Pg 1145

Prepared by and return To: Melanie M. Modlin
Properties Specialist
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

STATE OF FLORIDA
COUNTY OF D /AL

The foregoing instrument was acknowledged before me this 1st day of December, 1998; by Michael J. Von Balson and Terri D. Von Balson, his wife. They are personally known to me or have produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)



Notary Public, State of Florida at Large.

My Commission expires: 12/01/2002

EXHIBIT "A" Book 9172 Pg 1146

A portion of Block II, according to map of SOUTH BERLIN, Section Forty-one (41), Township One (1) South, Range Twenty-seven (27) East, Duval County, Florida, as recorded in Plat Book 9, page 50, public records of said County, together with a portion of Unsurveyed Section Twenty-five (25) Township and Range aforementioned, said portions being more particularly described as follows:
For point of reference, commence at the most Westerly corner of said Block II, and run, in a Northeasterly direction, along the Northwesterly boundary of said Block II, Ninety (90) feet to a point for point of beginning.
From the point of beginning thus described, continue Northeasterly, along said Block II boundary, Eighty (80) feet to a point; run thence, in a Southeasterly direction, parallel with the Southwesterly boundary of said Block II, to the channel of the St. Johns River; run thence, in a Southwesterly direction, up said channel, Eighty (80) feet, more or less, to where same is intersected by a line running from the point of beginning and being parallel with the Southwesterly boundary of said Block II; run thence, in a Northwesterly direction, along said last mentioned line, to the point of beginning.



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Purchase of Property 3500 Zoo Parkway

COST: \$658,500 **BUDGETED:** Yes/Budget Transfer

SOURCE OF FUNDS: Capital

BACKGROUND: This .92 acre of property is located on the southeast corner of Zoo Parkway (Heckscher Drive) and August Drive at the entryway to the cruise terminal. The property had been utilized in the past as a restaurant, a small cruise parking operation, as well as being unoccupied from time to time. Given the proximity to the cruise terminal and certain traffic flow problems experienced from previous tenants, JAXPORT executed a long-term lease agreement in 2014. The owner of the property had been unwilling to sell the property at that time. Lease payments over the term, through 2021, total approximately \$618,000. The current lease agreement on this property expires in October 2021. JAXPORT recently approached the owner again about purchasing the property outright. The owner agreed to consider a sale. The original asking price was \$950,000. JAXPORT had two appraisals prepared by an independent appraiser. The first appraisal was to assess the Market Value. That value was \$348,000. The other appraisal concluded an Investment Value was \$658,500. JAXPORT offered that amount to the owner who ultimately agreed to sell at that price.

JAXPORT has not pursued alternative uses for the property, as we did not have outright control of the property at our discretion. This property abuts 40 acres of JAXPORT property, the last acreage available for development at JAXPORT's Dames Point Terminal. The vision for this parcel is part of a large, landscaped entryway to JAXPORT's cruise terminal, potentially in conjunction with a commercial vendor operator. The new parcel could also be placed in conservation as part of waterways mitigation strategies to support the development of the 40 acres.

STATUS: The property owner has agreed to sell this parcel to JAXPORT. Subject to Board approval, closing on the property will occur by August 31, 2021.



SUBMISSION FOR BOARD APPROVAL

RECOMMENDATION:

Management recommends Board approval of the purchase of the property and the attached Resolution.

ATTACHMENTS:

Resolution
Exhibit "A" - Aerial of Property

RECOMMENDED FOR APPROVAL:

Mike McClung
Director of Finance

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

July 26, 2021
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Daniel Bean, Secretary

Jamie Shelton, Chairman

**A RESOLUTION OF THE JACKSONVILLE PORT
AUTHORITY AUTHORIZING THE PURCHASE OF
LAND LOCATED AT 3500 ZOO PARKWAY,
JACKSONVILLE, FLORIDA.**

WHEREAS: the Jacksonville Port Authority (JAXPORT) has been presented an opportunity to purchase a parcel of property contiguous to acreage owned on Dames Point and;

WHEREAS: JAXPORT deems this property to be of significance to the long-term strategy of its development.

NOW THEREFORE, BE IT RESOLVED by JAXPORT:

Section 1: JAXPORT confirms its desire to purchase the property;

Section 2: JAXPORT agrees to the purchase price of \$658,500;

Section 3: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign such documents as may be necessary to execute this transaction and;

Section 4: Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS 26th DAY OF JULY, 2021.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

Daniel K. Bean, Secretary

Jamie Shelton, Chairman





**SUBMISSION
FOR
BOARD APPROVAL**

**SUBJECT: Federation of Public Employees
Collective Bargaining Agreement**

COST: N/A

BACKGROUND:

The current Union contract between the Jacksonville Port Authority (JAXPORT) and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO (Federation) does not expire until September 30, 2022. The Collective Bargaining Agreement covers 41% of JAXPORT's overall staff members (62 positions).

STATUS:

JAXPORT and the Federation have mutually agreed upon a new three-year agreement (October 1, 2022 – September 30, 2025). The initial contract has been in place for several years; therefore, only minor changes were made to the language. Negotiations were conducted and we reached a tentative agreement on the economic terms of the agreement.

Base pay Increases: Year 1 – 2%, Year 2 – 3%, and Year 3 – 3%

Ratification Bonus: One-time pay of \$3,000 for each employee if the ratification of the agreement occurs on or before July 31, 2021.

The ratification of the agreement by the union membership occurred on July 20, 2021.

RECOMMENDATION: Staff recommends that the Board of Directors:

1. Ratify the Collective Bargaining Agreement between JAXPORT and the Federation.
2. Authorize the Chief Executive Officer to execute the Collective Bargaining Agreement between JAXPORT and the Federation.



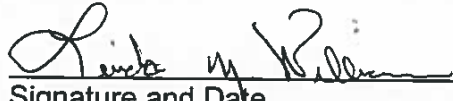
SUBMISSION FOR BOARD APPROVAL

ATTACHMENT:

Agreement between the Jacksonville Port Authority and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO.

RECOMMENDED FOR APPROVAL:

Linda Williams
Chief, Administration & Corp Perf.


Signature and Date 7/21/21

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer


Signature and Date 7-21-21

BOARD APPROVAL:

July 26, 2021
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Daniel K. Bean, Secretary

Jamie Shelton, Chairman

AGREEMENT

BETWEEN

THE JACKSONVILLE PORT AUTHORITY

and

THE FEDERATION OF PUBLIC EMPLOYEES,
A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC
AND PRIVATE EMPLOYEES, AFL-CIO

October 1, 2022 through September 30, 2025

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PREAMBLE

This Agreement is entered into as of October 1, 2022, between the JACKSONVILLE PORT AUTHORITY, hereinafter referred to as the Employer, JPA or the Authority, and THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO hereinafter referred to as the Union. The purpose of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise as a result of this Agreement, and to set forth terms and conditions of employment. There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of the Agreement. The policy of the Employer and the Union is to promote harmonious and cooperative relationships between the Employer and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of the Jacksonville Port Authority. The parties hereto understand that the Employer is engaged in furnishing essential public services which vitally effect the general well-being of the public, and both parties recognize the need of continuous and reliable services to the public.

ARTICLE 1

UNION RECOGNITION

1.1

The Employer recognizes the Union as the exclusive collective bargaining representative for those employees in the job classifications listed in Article 13.

ARTICLE 2

PAYROLL DEDUCTION AND DUES

2.1

Upon receipt of a written authorization from an employee covered by this Agreement, the Employer will deduct from the employee's pay each pay period the amount owed to the Union by each employee for dues. No authorization shall be allowed for payment of any collection of fines, penalties or special assessments. The Employer shall remit monies collected to the Union, within ten days following the payday in which the deduction is made. The Employer remittance will be deemed correct if the Union does not give written notice to the Employer within 30 calendar days of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. The Union shall notify the Employer of any change in the amount of Union dues to be deducted, and shall so certify. Any change in the amount of Union dues will be effective in a reasonable time not to exceed four weeks to allow the Employer to make the necessary technical and administrative changes and program adjustments. It is understood that this provision will provide for deductions from the paychecks of these employees each and every payday.

2.2

The Union shall indemnify the Employer and hold the Employer harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the Employer for complying with any of the provisions of this Article. If there is an amount deducted and remitted to the Union in excess of what is authorized by the Agreement, the employee affected shall seek recourse with the Union and not the Employer.

2.3

An employee may revoke his authorization for deduction of dues provided the employee gives 30 days written notice to the Employer and the Union. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of the 30 day notice period.

2.4

No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings* for that payroll period are less than the amount of dues to be deducted.

2.5

In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join and participate in, or refrain from joining or participating in any employee organization of their own choosing. No employee shall be subject to harassment, intimidation or be discriminated against because he is a union officer, member or initiator of a grievance.

* Net earnings shall mean net after the required deduction of federal, taxes, social security, pensions, credit union, and insurance.

ARTICLE 3

STRIKE PROHIBITION AND WORK REQUIREMENTS

3.1

The Union and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, slow-down, strike, intentional disruption of Employer operations, or to withhold services for any reason. Each employee who holds a position in the Union occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.

3.2

The Union, its officers, agents, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the law by other employees, and upon the request of the Employer, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

3.3

In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the Employer.

3.4

The circuit courts of this State shall have jurisdiction to enforce the provisions of this section by ex parte injunction and contempt proceedings, if necessary.

ARTICLE 4

MANAGEMENT RIGHTS

4.1

The Union recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the Employer's operations on the part of the Union or any of its representatives.

4.2

The Employer shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The Employer expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the Employer has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the Employer's right to alter, rearrange, or to change, extend, limit or curtail its operations, or any part thereof, unless specifically addressed in this Agreement.

4.3

Without limiting the provisions of Sections 4.1 and 4.2, but in order to clarify some of the more important unilateral rights retained by management, the Employer shall have the following unilateral management rights:

- A. To hire, rehire, promote, demote, lay-off and recall employees;
- B. To reward or reprimand, suspend, discharge or otherwise discipline an employee for cause;
- C. To evaluate job performance, maintain, perform workload time studies, and/or improve the efficiency of employees;
- D. To create, expand, alter, combine, transfer, assign, or change any job classification, job, department or operation, and to determine job content and minimum qualifications as well as the amount/type work to be performed;

- E. To introduce new, different or improved methods, means and processes of conducting the operations, transportation, maintenance and service of the Employer;
- F. To determine the size and composition of the work force including the number or composition of employees assigned to any particular operation, shift or turn;
- G. To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;
- H. To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operations or any part thereto to new facilities;
- I. Upon review and approval by the Director, Human Resources, to require an employee to take a physical, mental or psychological fitness for duty examination by a Physician, Psychiatrist or Psychologist selected by the employer and at employer expense;
- J. To determine the location, method, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work;
- K. To determine work schedules, work cycles, and overtime;
- L. To determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and workman-like manner;
- M. To test employees for the use of alcohol, illegal drugs and/or controlled substances, in accordance with the provisions of Article 27, Alcohol and Drug Testing;
- N. To determine the qualifications for selection of all employees;
- O. To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
- P. To make or change rules, policies and practices which:
 - 1. advance the purpose of the Employer,

2. set standards of services to be offered to the public,
3. permit the Employer to maintain control over its organization and operations,
4. advance safety in the workplace;

Q. The Employer will notify the Union before advertising for proposals that are intended to result in a workforce reduction. The Employer will also notify the Union when such issues are placed on the Board's agenda for decision at the same time as the matter is placed on the Board's agenda. These notice requirements do not apply in cases where the Employer decides not to replace an employee or in cases involving natural attrition of the workforce.

4.4

The Employer reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of the Agreement, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges.

4.5

The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

4.6

The Employer, subject to state law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

4.7

If, in the sole discretion of the Employer, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or weather conditions, or unforeseen calamities, the provisions of this Agreement may be suspended during the time of the declared emergency.

4.8

It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and

the employees, at the discretion of the Employer, may be required to perform duties not within their specific job descriptions. The Employer specifically reserves the right to decide both the nature and location of the tasks assigned to employees.

ARTICLE 5

UNION REPRESENTATIVES AND ACTIVITIES

5.1

At least ten working days prior to the effective date of their taking office, the Union shall notify the Employer's Director, Human Resources in writing of the names of all officers and stewards. The Union shall designate two stewards as chief stewards, one at Blount Island and one at Talleyrand.

5.2

The Employer shall recognize up to a maximum of four Union stewards as authorized by the Union, and as reflected on the list submitted per Section 5.1 of this Article, for the purpose of conducting labor-management relations between the Employer and the Union. The Union stewards shall be selected by the Union from within the bargaining unit in the following areas:

Talleyrand	- three stewards
Blount Island	- three stewards

5.3

A steward may use up to 30 minutes during a working day for investigating written grievances which have been formally filed, provided the Director, Human Resources is first notified of the investigation, and provided further that such absence would not unduly hamper the operation where the steward is employed.

5.4

Regarding the interpretation or administration of the collective bargaining Agreement, the Union Representative may, with prior written notification to the Employer, enter upon the Employer's premises for the purpose of conducting legitimate business in connection with the Union's representation of the employees. The Employer has discretion to deny permission under appropriate circumstances, e.g., failure to obtain security clearance, misconduct, or appearing to meet with an Employer representative when that representative is unavailable.

5.5

There shall be no solicitation on Authority property during working time.

ARTICLE 6

SPECIAL MEETINGS

The parties will meet and discuss matters of mutual interest applicable to this Agreement upon the written request of either party. The written request shall state the subject matter to be discussed and the reason for requesting the meeting. The requests shall be directed to either the Director, Human Resources or the chief steward, as applicable. Failure to provide either the subject matter or the reason for requesting the meeting shall automatically negate the request. Discussion shall be limited to the subject set forth in the request, and it is understood that the meeting shall not be used to renegotiate this Agreement. The meeting shall be held within ten days of the written request, and at a time and place mutually agreeable to both parties. Either party shall have the right to recommend corrections to any problem pertaining to the subject matter under discussion. The Authority or the Union will respond in writing to the other party concerning the matter(s) discussed within ten days of the meeting.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of specific terms of the Agreement as provided in this Article.

7.2

For the purpose of this Agreement, a grievance is defined as a claim or complaint that an employee or group of employees may have that the Employer has violated a specific provision of this Agreement.

7.3

Grievances may be taken up during the working time of the grievant upon mutual agreement between the Director, Human Resources and the Union. Every attempt should be made to utilize no more than 30 minutes in resolving these grievances.

7.4

All grievances proceeding to Step 2 must be submitted on a Step 2 Grievance Request form and must contain the following information:

- A. The specific Article and Section of the Agreement alleged to have been violated by the Employer;
- B. A full statement of the grievance, giving a reasonably accurate description of all relevant facts, dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
- C. Signature of grievant (or the signature of all employees in the case of a group of employees filing a single grievance) and date(s) signed; in the event that a group of employees file a single grievance, the time limits for acquiring necessary signature shall be as follows:
 1. One to ten employees = seven working days;
 2. 11 to 30 employees = ten working days;
 3. over 30 employees = 15 working days.

- D. Designation of the specific steward if the grievant requests Union representation.
1. Failure of the grievant(s) to comply with this Section shall make the grievance null and void.
 2. Failure of the Union to comply with the time limits set forth in this Section will not be a basis for extending them.

7.5

All grievances shall be processed in accordance with the following procedure, except for grievances dealing with suspension or discharge which will immediately proceed to Step 2.

Step 1 - The grievant (i.e., employee, or group of employees) shall orally present his grievance to his immediate supervisor outside the bargaining unit within three working days of the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the employee is on authorized leave of absence the grievant shall have three working days within return from leave to orally present his grievance to such immediate supervisor. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The immediate supervisor should discuss and make an effort to resolve all legitimate grievances with fairness and justice for both grievant and the Employer. The immediate supervisor shall orally communicate a decision to the grievant within two working days from the date the grievance was presented to him.

Step 2 - If the grievance is not settled at the first step, or the grievance involves suspension or discharge, the grievant within seven working days of the occurrence of the action giving rise to the grievance shall present the grievance in written form to the Director, Human Resources requesting a meeting be scheduled with the appropriate supervisor(s) as determined by the Employer. This meeting shall be scheduled within five working days of the request or as soon thereafter as possible. At this meeting, the employee may be accompanied by others who wish to speak on his behalf. Following this meeting, within ten working days, the supervisor shall submit his written answer to the grievant with a copy to the Director, Human Resources and to a steward.

Step 3 - If the grievance is not settled at the second step, the grievant may contact the Director, Human Resources within three working days of receipt of the supervisor's written response to request a meeting with the Senior Director or designee. The designee shall be at a level higher than that of the previous step. This meeting shall be scheduled within five working days of the request or as soon thereafter as possible. At this meeting, the employee may be accompanied by others who wish to speak on his behalf. Following this meeting, within ten working days, the Senior Director shall submit his written answer to the grievant with a copy to the Director, Human Resources and to the chief steward.

Step 4 - If a grievance, as defined in the Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing to the Director, Human Resources no later than three working days after the response is received from the Senior Director, or designee, in Step 3 above.

7.6

It is the mutual desire of the Employer and the Union that grievances shall be adjusted as quickly as possible and to that end the limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. The term "work days" as used in this Article include Monday through Friday of each week regardless of the grievant's work schedule. Saturdays, Sunday, and holidays as set forth in this Agreement shall not be considered "work days" even if work is assigned on these days. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received, shall not be counted. Failure of management to observe the time limits for any step in the Grievance Procedure without a mutually agreed written extension of time shall entitle the grievant (or the Union in the case of Step 4) to advance the grievance to the next step. Failure of the grievant (or the union in the case of Step 4) to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance.

ARTICLE 8

ARBITRATION PROCEDURES

8.1

Whenever the Union requests arbitration in accordance with the provisions of Article 7, the parties shall, within five working days following appeal to arbitration, jointly request the Federal Mediation and Conciliation Service to submit a panel of seven arbitrators, each of whom shall be a member of the National Academy of Arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the Union shall make the first strike) until the last name on the list is reached.

8.2

The limitations on the powers of the Arbitrator are as follows:

- A. The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;
- B. The Arbitrator shall have no power to establish wage scales, rates for new jobs, or to change any wage;
- C. The Arbitrator shall have only the power to rule on matters expressly arising under this Agreement and is confined exclusively to the question(s) which is presented to him which questions(s) must be actual and existing; and
- D. The Arbitrator shall have no power to arbitrate any matter after this Agreement has expired, unless the event giving rise to the grievance occurred prior to the termination of this Agreement and a written grievance was submitted within two working days after the expiration of this Agreement and has been timely processed.

8.3

There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the Employer; provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction, or is not in violation of public policy. The authority and responsibility of the Employer, as provided by Florida law, or the Charter of the Port Authority shall not be usurped in any matter.

8.4

The cost of the Arbitrator will be borne equally by both. Each side will pay its own representatives and witnesses. Either side desiring a transcript will pay for it.

ARTICLE 9

DISCHARGE AND DISCIPLINE

9.1

The Employer's SOP 1101 in effect as of July 31, 2021 is hereby incorporated into this Agreement by reference.

9.2

In any case in which the employee is disciplined or discharged, the burden of proof is on the Employer to establish the employee committed the offense. In all other cases involving application of the contract, and in all involving the interpretation of the contract, the burden of proof is on the party filing the grievance. In all cases, the standard of proof shall be preponderance of the evidence.

9.3

In the case of discipline involving suspension or discharge, the Employer shall give the employee and his steward a reasonably complete accurate written explanation for a suspension or discharge.

9.4

If an employee is suspended without pay and a grievance is filed protesting the suspension, no money will be withheld from the employee until Step 3 of the grievance procedure is completed.

ARTICLE 10

LEAVES OF ABSENCE WITH PAY

10.1

All regular, full time employees who have been continuously employed for the following periods shall accrue annual leave with pay as follows:

<u>Length of Continuous Service</u>	<u>Days of Accrued Leave Per Year</u>	<u>Hours of Accrued Leave per Biweekly Pay Period</u>
Beg. 0 - 12 months	12	3.70
Beg. 1 - 4 years	17	5.23
Beg. 5 - 6 years	21	6.47
Beg. 7 - 9 years	22	6.77
Beg. 10 - 15 years	27	8.30
Beg. 16 - 20 years	32	9.85
Beg. 21 and above	33	10.15

For employees hired on or after October 1, 2016, the following accrual of annual leave shall apply:

0-1 year	10	3.08
1-4 years	13	4.00
5-10 years	15	4.62
11-15 years	20	6.17
16 and above	25	7.69

10.2

Subject to the conditions set forth in this Article, employees shall start to accrue annual leave on their first date of employment.

10.3

Pay for leave shall be based on the base hourly rate of pay of the employee at the time of leave, including longevity pay, but does not include any shift differential. All employees should have no more than 480 hours of accrued unused leave by midnight on September 30. Employees may accrue paid leave above the 480-hour cap, but if not used by midnight September 30, the Employer may purchase any accrued unused leave above 480 hours in accordance with the Employer's leave policy in effect at the time. Any leave above 480 hours not so purchased will be automatically forfeited at that time without any payment for it. By August 15, the Employer will advise if it will not pay for accrued unused leave above 480 hours as of the following September 30.

10.4

All leave shall be charged to employee accounts in no less than 15 minute increments.

10.5

Accrued unused leave will be paid upon termination of employment regardless of the reason for termination.

10.6

All employees are required to furnish to the Employer such information as may be requested for the proper administration of this Article. The employee shall furnish adequate written explanation of the absence to his supervisor in order to insure that the provisions of this Article are being adhered to.

10.7

Employees shall request their preferred leave schedule as soon as reasonably possible. The Employer will make a reasonable effort to accommodate such requests. The final determination of all requests for leave will remain at the sole discretion of the Employer.

10.8

- A. An employee who is ill may utilize his annual leave. All such employees are required to notify their supervisor as early as possible, and at least one hour in advance of their scheduled reporting time each day of their intended absence due to illness. Extenuating circumstances to the above shall be given due consideration. Such notice shall be given each day of the absence, and the employee shall notify the supervisor as soon as possible of his intention to return to work.
- B. Annual leave due to illness will not be granted for absences for work outside the employee's normal work schedule ("Special Assignment Work") unless the employee needs to take such leave to bring his or her hours up to 40 in the workweek.
- C. Annual leave for illness should be carefully guarded and not dissipated or abused. Abuse of the use of annual leave for illness occurs when an employee misrepresents the actual reasons for charging such absence to annual leave, or when an employee uses annual leave for unauthorized purposes. The Employer may investigate suspected abuse of the use of annual leave for illness, and may, as part of that investigation, require the

employee to furnish the Employer with a doctor's certificate authenticating the absence. The decision to take disciplinary action, including discharge may be taken against an employee who abuses annual leave for illness. The Union shall inform the Director, Human Resources whenever it believes that any supervisor is not properly applying the provisions of this paragraph.

10.9

Short Term Disability Program

- A. Purpose: To provide income protection for a maximum period of eleven weeks due to an extended illness or injury which is covered under JPA's health insurance plan.
- B. Eligibility: This program is available to all employees who have completed their initial probationary period and achieved regular status beginning with short term disability leaves commencing on or after October 1, 2016.
- C. Waiting Period:
 - 1. All employees are encouraged to maintain a minimum balance of at least 80 hours of accrued paid leave.
 - 2. If an employee has a continuous absence due to his or her own serious health condition as defined in the Family and Medical Leave Act ("FMLA") and its regulations, the employee will not receive any short term disability payments for the first week of the absence with no exception to or waiver of this waiting period. However, during the one week waiting period, an employee may use any available paid leave.
 - 3. If the absence for the employee's serious health condition is continuous and extends beyond one week, the Employer shall continue to pay the employee short term disability payments so long as the leave qualifies for FMLA protection as a serious health condition of the employee, as follows:
 - (a) Weeks two through four-90% pay
 - (b) Next four weeks-75%
 - (c) Last four weeks-60%

4. The Employer shall receive credit for any workers' compensation and differential payments the employee receives pursuant to Article 15. The employee may use available paid leave to supplement short term disability payments to 100% of pay if he or she wishes.
5. If a continuous absence for any reason, including a non-medical reason, exceeds the duration for which the employee receives paid leave, short term disability payments under this Section, or differential payments under Article 15, paid leave shall not accrue while the employee is on leave. Also, if the leave does not qualify for FMLA protection for a serious health condition of the employee, short term disability benefits are not available.
6. The Employer's Procedures and Guidelines SOP 1100 relating to Short Term Disability in effect as of July 31, 2021 is hereby incorporated into this agreement by reference.

10.10

Long Term Disability Program

The Employer's Procedures and Guidelines SOP 1100 relating to its Long Term Disability Program in effect as of July 31, 2021 is hereby incorporated into this Agreement by reference.

ARTICLE 11

BEREAVEMENT LEAVE

11.1

All employees may be granted time off with pay to attend funeral services in the event of death(s) in the immediate family. Bereavement leave shall not exceed three consecutive work days and shall not be charged as annual leave. However, individuals needing more time off may be allowed to use accrued annual leave. Requests for time off shall be submitted in writing to the employee's immediate supervisor. The employee's immediate family is defined as the employee's spouse, children, mother, father, mother-in-law, father-in-law, step-mother, step-father, step-children, brother, sister, grandparent of the employee, grandparents of the spouse, grandchildren of the employee, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

11.2

The employee must verify his relation to the deceased and must provide proof of death.

ARTICLE 12

HOLIDAYS

12.1

The following are holidays under this Agreement:

Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King's BD	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Independence Day	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Personal Day	Variable Date

12.2

For those employees who work a Monday - Friday schedule, when a holiday falls on Saturday, the Friday prior thereto shall be considered the holiday, and when a holiday falls on Sunday, the Monday following shall be considered the holiday.

12.3

Those employees who work any other schedule than as provided in paragraph 12.2 above shall observe the holiday on the date it occurs as specified in paragraph 12.1. However, when a holiday specified in paragraph 12.1 occurs on an employee's scheduled day off, the Employer may elect to schedule the employee to take off at another date mutually agreed to or to compensate the employee at his straight time rate in order to equalize for the holiday.

12.4

When an employee is required to work on his/her observed holiday, he/she shall receive compensation for (a) hours worked on that day at the rate of one and one-half times his/her regular straight time rate and (b) an amount equal to his straight time pay for his regularly scheduled daily shift hours.

12.5

For employees who normally work in a continuous 24 hour operation, holidays will begin at the start of the shift closest to midnight prior to the employee's observed holiday and will end

at the termination of the shift which expires closest to midnight on the evening of the observed holiday.

12.6

Any employee who has an unexcused or unpaid absence on the last regular workday preceding or following his/her observed holiday, or who fails to report for work without justifiable reason for such absence after having been scheduled to work on a holiday, shall not be paid for the holiday.

ARTICLE 13

WAGES

13.1

A longevity increase of \$75.00 annually will be granted for every year of continuous uninterrupted service with the Employer prior to October 1, 1990. On each employee's adjusted anniversary date thereafter, a longevity increase of \$150.00 will be granted for every year of continuous service after October 1, 1990.

Employees hired before October 1, 1997 also shall receive an additional \$.10 per hour. Employees hired on or after October 1, 2010 shall not receive any longevity pay.

13.2

The parties agree that the Chief Executive Officer shall, in his annual budget, request the legislative body to appropriate such amounts as shall be sufficient to fund the provision of this Agreement.

13.3

The Employer will make a matching contribution in accordance with SOP 1100.

13.4

- A. Effective the first pay period following October 1, 2022 or ratification of this Agreement, whichever is later, the following salary schedule reflects the grades, classifications and effective rates of pay for regular employees listed below; provided, however, that nothing in this Article or Agreement shall be construed in any way to restrict management's inherent right to add to, eliminate or modify such positions.

<u>Pay Grade</u>	<u>Position Title</u>	Hourly Rate as of October 1, 2022	Hourly Rate as of October 1, 2023	Hourly Rate as of October 1, 2024
300	Crane Automation Technician	\$36.18	\$37.27	\$38.39
300	Foreman, Building Maintenance	\$36.54	\$37.64	\$38.77
300	Crane Technician III	\$34.92	\$35.97	\$37.05
301	Crane Technician II	\$33.58	\$34.59	\$35.63
303	Harbormaster	\$31.84	\$32.80	\$33.78
303	Mechanic III	\$31.84	\$32.80	\$33.78
303	Marine Terminal Welder	\$31.14	\$32.07	\$33.03
305	Painter III	\$29.45	\$30.33	\$31.24
306	Mechanic II	\$29.37	\$30.25	\$31.16

307	Facility Technician III	\$29.34	\$30.22	\$31.13
308	Facility Technician II	\$27.96	\$28.80	\$29.66
309	Painter II	\$26.86	\$27.67	\$28.50
309	Crane Technician I	\$26.08	\$26.86	\$27.67
312	Office Services/Store Room Clerk	\$24.40	\$25.13	\$25.88
312	Facility Technician I	\$24.40	\$25.13	\$25.88
312	Store Room Clerk	\$25.09	\$25.84	\$26.62
312	Buyer	\$25.09	\$25.84	\$26.62
320	Port Utility Worker	\$18.62	\$19.18	\$19.76

Once the pending compensation study is completed, upon request of either party, the parties shall meet and confer over implementation of the results of the study with the understanding that neither party is obliged to negotiate over adjustments to the foregoing wages at any time during the term of this Agreement.

13.5

Employees required to work a shift beginning on or after 2:30 p.m., but before 5:00 a.m., shall be paid a shift differential of \$1.00 per hour.

13.6

Standby Compensation:

- A. Any employee who is required by the Employer to be on standby duty will receive standby compensation as provided in this section. The Employer determines who is scheduled to be on standby duty.
- B. For the purpose of this section, an employee is on standby if the employee has been directed to carry a JPA-furnished electronic paging device, and the employee must respond to a pager or cell phone call within 30 minutes. When called for work, employees are required to arrive at the job site within the later of two hours from initial call or when directed to arrive at the job site. Employees must remain in a fit for duty state to report to work. Employees who merely carry electronic paging devices, but who are not required to be available to return to work within a reasonable time if called, are not on standby. When assigned standby duty, employees may use their own cell phone at their expense in lieu of using the paging device provided they give their cell phone number to the Employer.

- C. The standard rate of standby compensation shall be \$22.50 for each day the employee is on standby. Standby pay shall be paid no later than the end of the first pay period in which standby pay is submitted to Human Resources.
- D. Any employee who fails to comply with the provisions of Section 13.6.B. shall not be entitled to standby compensation for that day, and shall be subject to discipline.
- E. Employees may, with the approval of management, arrange substitution of standby duty among themselves; provided the substitute is, in management's judgment, at least as well qualified as the employee scheduled by management.
- F. An employee will receive standby pay for any day the employee is scheduled to work and is advised between the end of the employee's preceding workday and employee's start time that work is delayed more than four hours. This will also apply when the employee is scheduled to report to work and is advised that the employee need not report to work at all that day.

13.7

Emergency Working Conditions

The following provisions will apply to emergency situations:

- A. "Covered Time Period" is defined in this section as the time between (1) when management releases non-essential employees because of a declared emergency as determined by the Chief Executive Officer or his designee and (2) the time management determines operations will recommence.
- B. When JPA management decides to release non-essential employees from work before a shift is completed on account of a declared emergency or expected conditions, those employees will be paid at their regular rate of pay for the remainder of their work shift for lost work time. In that event, any employees required to remain at work or who are called in before operations are ceased ("essential employees") will be paid double time and a half for all time worked during the Covered Time Period. "Double time and a half" pay, as used here, is double time and a half pay without any additional compensation or premium other than longevity pay.

- C. Employees who have been released from work because of a declared emergency condition by management will be paid their regular rate of pay for each normal work shift they are not required to work during the Covered Time Period, up to and not to exceed six days, counting as one day the day the employee is released before the end of his or her shift. No overtime will be paid for wages paid under this provision for the time that was not worked. An employee who is on pre-approved leave during the Covered Time Period will be credited with the number of days he or she would not have worked against the pre-scheduled leave.
- D. If an employee is required to return to work during the Covered Time Period after operations are ceased, he or she will be paid triple time for all time worked during the Covered Time Period. "Triple time" pay, as used here, is triple pay without any additional compensation or premium other than longevity pay.
- E. At the conclusion of the Covered Time Period, employees must return to work at their next regularly scheduled shift, unless otherwise informed or excused by management.

13.8

Ratification Bonus

If employees ratify this Agreement before July 31, 2021, each will receive a one-time bonus in the amount of \$3,000.00, less legal deductions, as part of the first paycheck following ratification of this Agreement by the JPA's Board.

ARTICLE 14

HOURS OF WORK AND OVERTIME PAYMENT

14.1

The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.

14.2

The standard workweek for employees shall consist of 40 hours 12:01 a.m. Saturday through midnight Friday. An employee who has worked 40 hours in a workweek will not be required to take paid leave for any remaining scheduled day(s) if the Employer advises the employee his or her services are not needed on the remaining day(s).

14.3

Overtime:

- A. Overtime at the rate of time and one half shall be paid for all hours worked in excess of 40 hours in any scheduled work week for which overtime has not been paid.
- B. An employee who is required to work continuous hours in excess of two times his scheduled workday shall receive three times his rate of pay for only those hours worked in excess of two times his scheduled workday.
- C. An employee shall have a minimum of an eight hour break after working in excess of 16 continuous hours. If this eight hour period would overlap the employee's next scheduled workday, the Employer, at its option, may (1) adjust his or her work schedule to allow for the required break or (2) pay the employee at his or her regular rate of pay to the extent his or her break overlaps his or her scheduled shift.
- D. Paid time off shall not count as hours worked in calculating overtime pay, except holidays and hours lost due to a work-related injury on the day of the injury.

14.4

In accordance with Section 7 of the Fair Labor Standards Act of 1938, as amended, any extra compensation provided for under the Agreement shall not be included in determining any employee's regular rate of pay. Such extra compensation shall be creditable toward overtime payable under the Act. Premium payments shall not be duplicated for the same hours worked under any of the terms of this Agreement.

14.5

An employee who has left work for the day and who is called back shall receive a minimum payment for one-half the hours of his normal scheduled work shift at time and one-half the employee's regular rate of pay or the actual hours worked, at time and one-half, whichever is greater. Provided that this section shall not apply to pre-scheduled Special Assignment Work (as defined in Section 10.8.B above) or if hours worked as a result of a call back extend into the start of the employee's regular work period. For purposes of call back pay under this section, actual hours worked shall include travel time to and from work.

14.6

No employee shall authorize Special Assignment Work for himself but shall be entitled to receive Special Assignment Work as assigned or authorized by his supervisor outside the bargaining unit. It is understood that the Employer has the right to schedule Special Assignment Work as needed, and in a manner most advantageous to the Employer.

14.7

The Employer shall make a reasonable effort to see that the opportunity for Special Assignment Work on holidays or weekends is equitably distributed among employees in each classification who normally perform the same types of work in each assigned work area, on a rotation basis, so long as doing so will not delay or increase the cost of the Employer's operations. In order to accomplish this goal, the Employer will maintain ongoing Special Assignment Work rotation lists. Copies of the lists shall be posted in a common area and shall be made available to the chief steward. The supervisor will contact or notify qualified employees on the rotation list beginning with the qualified employee with fewest holiday/weekend Special Assignment Work hours and continuing in sequence. The following shall apply to assignment of Special Assignment Work:

- A. Employees refusing or unavailable to work Special Assignment Work will be deemed to have worked such time for purposes of rotation.
- B. An employee who signs up for Special Assignment Work or who is required to work mandatory Special Assignment Work, but through his own fault fails to work such assignment, absent clear documented extenuating circumstances, will be subject to discipline.

14.8

Any practice of paying an employee for an entire meal or rest break if he works any part of it is hereby discontinued. Only actual time worked during the break shall be paid provided the employee is allowed a continuous period during the break period of no less than 30 minutes when he is not subject to being interrupted to perform work. The Employer specifically reserves its right to schedule such continuous periods at its discretion.

14.9

All employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

14.10

An employee who reports and is available for scheduled work shall receive two hours' pay or pay for actual time worked, whichever is greater. Any past practice limiting management's right or ability to schedule Special Assignment Work which is not set forth in this Article is hereby discontinued.

ARTICLE 15

WORKER'S COMPENSATION

15.1

Any bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of his employment with the Employer, shall be entitled to the following compensation:

- A. During such temporary total disability, the employee shall receive differential payments from the Employer (differential payments being the difference between the amount of Worker's Compensation received and the employee's regular pay at the time of the accident).
- B. An employee's regular rate of pay will be paid at the differential rate according to the following schedule:
 - 1. 100% for the first five weeks of disability, (including the waiting period);
 - 2. 75% for the next four weeks; and
 - 3. After the ninth week of disability all differential payments from the Jacksonville Port Authority will stop.
- C. To ensure equal treatment for the employee and the Authority, the employee must endorse to the Authority all Worker's Compensation payments received for the first nine weeks of disability.
- D. The terms of workers' compensation are governed by Florida law, and in the event the law or the Authority's short term disability policy conflict with the foregoing, the provisions of law and policy control and are hereby incorporated by reference.

ARTICLE 16

INTRODUCTORY EMPLOYEES

16.1

All employees shall be classified as introductory employees for the first 1,040 regular hours of employment (non-inclusive of overtime hours) during which time such employees may be laid-off, disciplined, or discharged with or without cause. Shorter periods of employment shall not be cumulative. Provisions as to seniority shall not apply to introductory employees; rather, seniority shall date back to the initial or adjusted dates of employment after an employee successfully completes his introductory period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the sequence of their social security numbers, the employee with the lowest social security number being considered the employee with the most seniority.

16.2

Employees who are promoted or transferred to a position within their work unit must serve a introductory period of 520 regularly scheduled work hours (exclusive of overtime hours). Employees promoted or transferred to any other position must serve a introductory period of 1,040 regularly scheduled work hours (exclusive of overtime hours). If, at any time during the introductory period, the promoted employee is found not suited for the position to which he was promoted, at the sole discretion of the Employer, the employee may be returned to his former position, if that position has not been filled, or the employee may be laid off.

16.3

The employee's starting date of employment for purposes of calculating his introductory status, longevity pay and seniority shall be adjusted if the employee takes leave without pay unless prohibited by law. For example, should an employee take 40 hours of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up 40 hours. Should the employee be in his introductory period at the time he takes leave without pay, the employee's introductory period shall be extended in proportion to the days he was on such leave.

16.4

The Employer shall have the unilateral management right to extend the introductory periods set forth in Section 16.1 and 16.2, in lieu of discharging the employee.

16.5

If the Employer determines that an employee's introductory period shall be extended, as set forth in Section 16.4 above, the Employer shall:

- A. Meet with the employee;
- B. Allow the employee to have his Union steward present at the meeting;
- C. Provide the employee with a written explanation of the reason the introductory period is being extended;
- D. Provide the employee with recommendations for improving his performance in writing;
- E. Evaluate the employee during the extended introductory period in the same manner he was evaluated during the initial introductory period; and
- F. If the Employer has failed to follow Section 16.5, the remedy will be to instruct the Employer to follow Section 16.5.

ARTICLE 17

SENIORITY

17.1

Seniority is defined as the length of continuous, uninterrupted service with the Employer, measured from the employee's initial or adjusted date of employment.

17.2

Continuous service shall be considered as having been interrupted when the employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Fails to return from an authorized leave of absence on the next working day following the leave;
- D. Is laid off in excess of the employee's total length of service or one year, whichever is the lesser;
- E. For purposes of Seniority only, returns to former position after having been promoted, or after having been transferred to a different classification; or
- F. Fails to return to work within ten days of a certified recall notice. A copy of the notice will be sent to the Union business representative.

17.3

In the event of a layoff or elimination of a classification, the following factors shall be considered by the Employer. Where (A) and (B) are relatively equal, (C) shall be the determining factor. Veterans preference shall be given according to law.

- A. Seniority by classification as defined in Section 17.1, and
- B. Ability to perform work in a satisfactory manner and prior conduct;
- C. Veterans Preference Status.

17.4

An employee on layoff for 12 months or less will retain his seniority but will not accrue any benefits.

17.5

Should an employee be rehired after having continuous service interrupted as defined in Section 17.2, the employee will be considered a new employee for purposes of seniority.

17.6

For purposes of a recall, employees shall be returned to their former position in the inverse order of layoff.

ARTICLE 18

VACANCIES AND PROMOTIONS

18.1

The Employer shall post a notice of all bargaining unit vacancies and new bargaining unit positions unless the position has been posted within the past six months and no current employees applied or met the job qualifications, or if the position is a "title change" only, and there is an incumbent in the position. Employees shall be given five working days from the date of posting in which to make application in writing to the Director, Human Resources to fill the vacancy or to fill the new position created. When filling a bargaining unit vacancy or a new bargaining unit position, the Employer may take into account the applicant's skills, prior employment history with the Employer, seniority, veteran status and attendance record with the Employer. Should more than one employee apply for a vacancy or new bargaining unit position, the employee's seniority shall be the determining factor, provided all other factors under consideration are determined by management to be relatively equal. Nothing in this section shall be construed to prevent the Employer from advertising the vacancy or new position and from filling the vacancy or new position from outside sources. The final decision on qualifications and whom to select to fill the vacancy or new position is a managerial prerogative.

ARTICLE 19

WORKING OUT OF CLASSIFICATION

19.1

If work of a higher paid classification is temporarily required of an employee, the employee shall receive the rate of pay of the higher paid classification only for all hours worked performing duties in the higher classification provided that:

- A. The duties and responsibilities of the higher classification are assumed in full; and
- B. The assignment is not for the purpose of on the job training; and
- C. The assignment has continued for more than eight continuous hours worked.

19.2

If the three conditions set forth in Section 19.1 are not fully satisfied, the employee will receive the rate of pay of his regularly assigned classification for each hour worked in the higher classification.

ARTICLE 20

LEAVES OF ABSENCE WITHOUT PAY

20.1

Leaves of Absence pursuant to the Family and Medical Leave Act shall be granted in accordance with the Employer's Procedures and Guidelines SOP 1115, entitled "Family Medical Leave Act (FMLA)," which is hereby incorporated into this Agreement by reference.

20.2

The provisions of SOP 1100 are hereby incorporated into this Agreement.

ARTICLE 21

INSURANCE

21.1

The Employer agrees to secure group health insurance for all eligible employees covered under this Agreement, and their dependents, and agrees to contribute a portion of the cost for such coverage for the period October 1, 2022 through September 30, 2025.

21.2

The Authority also agrees to provide dental insurance coverage for all eligible employees and their dependents for the period between October 1, 2022 and September 30, 2025 and agrees to contribute a portion of the cost for such coverage.

21.3

The Employer's contribution for the insurance set forth in Sections 21.1 and 21.2 of this Article shall not exceed a maximum of \$8,500 and maximum average of \$6,500 annually per employee; provided, further, that such insurance coverage shall be provided to bargaining unit employees on the same terms it is provided to non-bargaining unit employees.

- A. It is understood that any increase in premiums or costs assessed by the insurance carrier during this period which exceeds the above maximum amounts will be borne by the employee.
- B. Provided, that the Employer reserves the right to contribute more than the amounts required. Should the Employer decide to contribute more than the required amount, the parties agree that decision not be considered a past practice.

21.4

The Employer agrees to provide a group life insurance program which will consist of basic coverage provided by the Employer and additional options. The Employer will pay the premium for the employee's basic coverage in an amount equal to the employee's annual salary. The employee shall pay for any insurance option selected.

21.5

If the Employer determines this Article must be amended to comply with the Patient Protection and Affordable Care Act ("PPACA") and

so notifies the Union, the parties will reopen negotiations of this Article for the limited purpose of effecting PPACA compliance. If PPACA requires the Employer to exceed the caps in Section 21.3 above, the reopener will also concurrently include reopening Section 13.4 for negotiation.

ARTICLE 22

TIME OFF FOR VOTING

22.1

On any general election day, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two hours before and two hours after the regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 23

SAFETY AND HEALTH

23.1

The Employer agrees that it will conform to and comply with all Federal, State and local laws pertaining to safety, health, sanitation and working conditions. The Employer and Union will cooperate in the continuing objective of eliminating safety and health hazards.

23.2

The Employer shall maintain as safe a work environment as possible. The Employer shall notify employees of all known conditions which could be hazardous to the health of the employees, such as exposure to asbestos or other toxic chemicals and substances. Protective devices, wearing apparel, and other equipment necessary to protect employees from injury shall be provided by the Employer in accordance with established safety practices, including annually purchasing safety shoes (not to exceed \$200 in cost to the Employer) for all bargaining unit employees required to wear such shoes to perform their job. Employees must use devices, apparel and equipment, when provided and required by the Employer. Negligence and failure by an employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

23.3

Authority property issued to the employee during employment must be returned prior to separation of employment.

ARTICLE 24

BULLETIN BOARDS

24.1

The Employer shall provide the Union with a Bulletin Board in the following areas:

- Facilities Maintenance
- Blount Island Facilities Maintenance
- TMT Office
- Port Central Office Building Break Room
- Blount Island Break Room
- TMT Equipment Maintenance

24.2

The Union agrees that it shall use space on Bulletin Board provided for in Section 24.1 for only the posting of the following:

- A. Notices of Union Meeting;
- B. Intra-Union Elections of officers (not including representation elections);
- C. Reports of Union Committees;
- D. Rulings and Policies of the Union;
- E. Recreational & Social Affairs of the Union;
- F. Notices of meetings by Public Bodies; and
- G. Notices of ratification meetings.

In no event shall the Bulletin Boards be used to post political material or offensive material.

24.3

Copies of all material to be posted shall be submitted to the Director, Human Resources or his designee prior to being posted.

Failure of the Union to follow the procedures for the proper posting of material on the Bulletin Board shall result in the Employer's removal of the material and suspension of Bulletin Board privileges.

ARTICLE 25

JURY DUTY AND APPEARANCE AS A WITNESS

25.1

Any employee in the bargaining unit who is summoned to perform jury service during his normal working hours in any court (City, Federal, or County) shall be granted leave with pay for the time he is absent from work as a result of fulfilling his jury duty obligation. The employee summoned as a juror shall submit a copy of his summons with the Leave of Absence Request. An employee who is released from jury duty four hours or more before his normal work day ends, shall be required to report to his work site immediately after his release.

25.2

Upon proof of attending court pursuant to subpoena or other court order involving a job-related case, not as a plaintiff in litigation against the Employer, an off-duty employee will receive pay equal to his regular hourly rate of pay for the hours he attends court.

25.3

An employee subpoenaed as a witness, shall be granted leave with pay to appear and testify pursuant to the subpoena. Such leave shall be deducted from the annual leave. If the employee is released from the subpoena four hours or more before his normal work day ends, he shall be required to report to his work site immediately after his release from such subpoena.

ARTICLE 26

MILITARY LEAVE

26.1

The Employer and the Union agree to comply with the provisions set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida Statutes Section 115.14.

26.2

Employees who by reason of membership in the United States Military Reserve or the National Guard, who by the appropriate authority are ordered to attend annual training periods, shall:

- A. be granted leave with pay for such training not to exceed 30 working days based on the fiscal year (October 1, through September 30),
- B. not have this time deducted from annual leave, or
- C. will retain health insurance coverage throughout the military leave as required by USERRA.

26.3

No employee entitled to military leave shall lose the rank, grade, rating or seniority held by him at the time such leave is granted.

26.4

Employees requesting this military leave are:

- A. Responsible for notifying their supervisors as soon as possible regarding the dates for such; and
- B. Providing an official set of orders to their supervisor.

ARTICLE 27

ALCOHOL AND DRUG TESTING

27.1

The Employer's Procedures and Guidelines SOP 1112 relating to alcohol and drug testing in effect as of July 31, 2021 is hereby incorporated into this Agreement by reference.

ARTICLE 28

RULES AND REGULATIONS

28.1

The Employer shall have the right to establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures, it being understood that such rules and regulations and standard operational procedures shall not be in conflict with the provisions of this Agreement.

28.2

Failure to discipline an employee for violation of these rules, regulations and/or management directives and procedures shall not affect the right of the Employer to discipline the same or other employees for the same or other violations.

28.3

Any employee violating a published rule or regulation or standard operational procedure may be subject to disciplinary action, including dismissal.

ARTICLE 29

RIGHTS OF THE PARTIES

29.1

Any employee who believes he has been discriminated against or harassed with respect to hiring, tenure of employment, opportunity for advancement, wages, hour of work, or any other term or condition of employment because of sex, race, color, creed or national origin shall pursue the appropriate remedy for said discrimination or harassment through the Equal Employment Opportunity Commission, Federal Court, State Court or any other governmental board or agency having the authority to grant the relief requested; provided, however, that any complaints of harassment or discrimination must be reported to the Employer through its published policy and procedure for such complaints.

ARTICLE 30

SEVERABILITY

30.1

In the event any Article, Section or portion of the Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the court's decision; and all other Articles, Sections or portions not so invalidated shall remain in full force and effect. The parties may mutually agree in writing to renegotiate the affected Article, Section or portion specified in the court's decision.

ARTICLE 31

ENTIRE AGREEMENT

31.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

31.2

Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.

31.3

Past practice regarding wages, hours and working conditions not set forth in this Agreement will not be binding on the Employer; provided, however, that if the Employer decides such a practice should be changed, it shall notify the Union of the proposed change. If the Union requests bargaining concerning the change, the JPA will bargain with the Union:

- A. Regarding the impact the change will have if the change involves exercise of a unilateral management right, with no obligation to bargain over the change itself or to delay implementation of the change, or
- B. Over the change itself if it does not involve exercise of a unilateral management right in which case implementation of the change will be delayed until any dispute is resolved by agreement or through impasse proceedings.

Any impasse in negotiations shall be resolved in accordance with the impasse resolution procedures of the Public Employees Relations Act.

31.4

However, no language in this Agreement shall preclude the parties from mutually agreeing in writing to re-open any of the provisions covered by this contract.

ARTICLE 32

DURATION OF AGREEMENT

32.1

This Agreement will be in full force and effect as of the 1st day of October 1, 2022, and shall remain in full force and effect until midnight of the 30th day of September, 2025, and thereafter from year to year unless notice is given in writing by either party to the other via certified mail, return receipt requested by April 1, prior to the expiration date, of intent to modify, terminate, or change the terms of this Agreement.

32.2

No item or provision of this Agreement shall be a proper subject for negotiation during the term of this Agreement, unless it is mutually agreed by the parties in writing to renegotiate such items or provisions.

32.3

Article 13 entitled "Hours of Work and Overtime Payment" shall be subject to renegotiation by either party in the event that the Federal Fair Labor Standards Act of 1938 is amended, or federal regulations are promulgated by the United States Department of Labor with respect to overtime payment to public employees, or the provisions of this Agreement concerning overtime payment should become inconsistent with federal law or regulation.

IN WITNESS WHEREOF, WE, as representatives for the Negotiating Teams of the parties hereto, have set our hands this _____ day of _____, 2021.

THE FEDERATION OF PUBLIC EMPLOYEES, DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO

Daniel D. Reynolds
Division President

JACKSONVILLE PORT AUTHORITY

Linda Williams
Chief, Administration & Corporate Performance

APPROVED BY:

Eric Green
Chief Executive Officer

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC-2021-07-21-01
Reference No.

File

07/21/2021
Date

SUBJECT: SSA JCT – Program Management and Inspection Services
JPA Project No.: B2020.01 JPA Contract No.: AE-1772
AECOM Technical Services, Inc.

COST: \$3,215,667 BUDGETED NON-BUDGETED

BACKGROUND:

On Monday, April 12, 2021, in accordance with requirements of the Consultants’ Competitive Negotiations Act (CCNA), Procurement Services solicited Request for Qualifications (RFQ) AE-1772 SSA Jacksonville Container Terminal – Program Management and Inspection Services. Through this contract, the most qualified Consultant Firm will provide professional program management and inspection services to oversee improvements to the SSA JCT, a 93-acre container terminal on JAXPORT’s Blount Island Marine Terminal leased by SSA Jacksonville.

On Wednesday, May 19, 2021, Procurement Services received five (5) conforming Statements of Qualifications (SOQ) from the following firms: AE Engineering, Inc., AECOM Technical Services, Inc., England-Thims & Miller, Inc., RS&H, Inc., and Tetra Tech, Inc.

The Statements of Qualifications were evaluated and ranked by the Evaluation Committee in this order: 1) AECOM Technical Services, Inc., 2) England-Thims & Miller, Inc., 3) RS&H, Inc., 4) AE Engineering, Inc., and 5) Tetra Tech, Inc. Upon review and evaluation of Statements of Qualifications and oral presentations conducted by the top four shortlisted firms, the Evaluation Committee which consisted of: Frederick P. Wong, Jr., COO; James Bennett, Sr. Director, Engineering & Construction; Ari Steinberg, VP, Project Engineering & Implementation SSA Marine; Brian Mannelly, Senior Manager, SSA Marine; and David Jones, Director, Engineering & Facilities, JAA; ranked the firms in the following order: 1) AECOM Technical Services, Inc., 2) England-Thims & Miller, Inc., 3) AE Engineering, Inc., and 4) RS&H, Inc.

In accordance with JAXPORT’s Procurement Code and CCNA rules and regulations, the Negotiation Team conducted successful negotiations. The negotiated rates include direct personnel wages, employee benefits, overhead/profit, and related professional fees. The number of hours to complete the tasks included in the scope of work were also negotiated. The negotiated hourly rates will be firm for the term of the contract. The hours are actual with a maximum amount negotiated. The base contract value is \$3,215,667.

At the conclusion of negotiations, it is the consensus of the Engineering and Construction Department and SSA Jacksonville to recommend award of a contract to AECOM Technical Services, Inc., the most qualified firm.

EXPENSE CATEGORY:

- Renewal of existing services
- Replacement (end of life) or upgrade of equipment
- Related to new opportunity
- Related to or part of cap-ex strategy

This is a budgeted capital item for FY 21, and will be funded with 25.03% USDOT (Federal) funds and 74.97% Tenant (SSA) Contribution.

FINANCIAL:

Available Budget:	\$80,000,000
Proposed Expense:	<u>\$ 3,215,667</u>
Remaining Balance:	\$76,784,333

RECOMMENDATION:

Management recommends that the Board of Directors approve the award of a contract to AECOM Technical Services, Inc., for SSA JCT - Program Management and Inspection Services in the amount of \$3,215,667.

Board of Directors Meeting - AC2021-07-21-01

JAXPORT SSAT Construction Management and Inspection

FIRM NAME	TOTAL FEE	% SHARE	M/SBE
AECOM	\$ 2,604,907	81.01%	
HDR	\$ 206,145	6.41%	
STAAK	\$ 75,228	2.34%	2.34%
CSI - GEO	\$ 167,759	5.22%	5.22%
GCI International	\$ 87,656	2.73%	2.73%
ADG	\$ 71,972	2.30%	2.30%
Total	\$ 3,215,667	100.00%	12.58%

check %
2.34%
5.22%
2.73%
2.30%
12.58%

Year No.	Date Range	Phase	Weeks	Months	Hours (FT)	Hours (PT)	Hours (1/4T)	Hours at 1 Day/Wk	Hours at 1 day/mth
1	09 thru 12/2021	Phase 0 - Mobiliz	4	1	168	84	42	32	8
		Phase 1	16	4	672	336	168	128	32
		Phase 2	14	3.5	588	294	147	112	28
2	01 thru 12/2022	Phase 3	16	4	672	336	168	128	32
		Phase 4	14	3.5	588	294	147	112	28
		Phase 5	24	6	1,008	504	252	192	48
3	01 thru 12/2023	Phase 6	12	3	504	252	126	96	24
		Phase 7A	12	3	504	252	126	96	24
		Phase 7B	8	2	336	168	84	64	16
4	01 thru 08/2024	Phase 8	18	4.5	756	378	189	144	36
		Phase 9 - Demob	4	1	168	84	42	32	8
		Total Project Tim	142	35.5	5,964	2,982	1,491	1,136	284

average = 103hr/ph
average = 25hr/ph

Year No. >>>	Phase 0 (Mob)	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7A	Phase 7B	Phase 8	Phase (de-mob)	Year No. >>>
1	1	2	2	2	2	3	3	3	3	4	4	Year No. >>>
Rate Year>>>	2021	2021	2022	2022	2022	2023	2023	2023	2024	2024	2024	Rate Year>>>
Total Labor FTEs:	1.7	4.6	2.6	2.4	3.9	3.4	3.3	3.3	3.7	3.9	1.6	Avg FTE
Total Labor Hours:	271	2,918	1,433	1,559	2,124	3,226	1,607	1,607	1,179	2,099	248	Rate Year>>>

Position Title	Billing Rate FY21	Billing Rate FY22*	Billing Rate FY23**	Billing Rate FY24**	Billing Location (O: office; F: Field)	HOURS											Total Hrs Position
						Phase 0 (AECOM Mob)	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7A	Phase 7B	Phase 8	Phase (AECOM de-mob)	
Construction Manager	\$ 244.21	\$ 251.53	\$ 259.08	\$ 266.85	F	100	672	294	336	294	504	126	126	84	189	42	2767
Construction Manager	\$ 244.21	\$ 251.53	\$ 259.08	\$ 266.85	F												0
Senior Engineer	\$ 204.37	\$ 210.50	\$ 216.81	\$ 223.32	F	42	672	294	336	588	1008	504	504	336	756	42	5082
Grant Compliance Specialist	\$ 181.05	\$ 186.48	\$ 192.08	\$ 197.84	O	42	168	50	50	50	103	50	50	50	50	42	705
Inspector - Senior	\$ 88.39	\$ 91.05	\$ 93.78	\$ 96.59	F	42	336	294	336	588	504	504	504	336	756	42	4242
Scheduler Engineer - Jr	\$ 131.63	\$ 135.57	\$ 139.64	\$ 143.83	O	25	103	103	103	103	25	25	25	25	25	0	562
Cost Estimator Engineer - Jr	\$ 147.26	\$ 151.68	\$ 156.23	\$ 160.92	O	0	50	50	50	50	50	50	50	50	0	0	350
Project Controls (Documents; E-builder)	\$ 97.82	\$ 100.75	\$ 103.78	\$ 106.89	O	0	0	0	0	0	0	0	0	0	0	0	0
Tech Advisor	\$ 276.10	\$ 284.38	\$ 292.91	\$ 301.70	O	0	0	0	0	0	0	0	0	0	0	0	0
Administrative	\$ 80.64	\$ 83.06	\$ 85.55	\$ 88.12	O	0	25	25	25	25	25	25	25	25	0	0	200
Engineering Support (Home offices)	\$ 232.36	\$ 239.33	\$ 246.51	\$ 253.91	O	0	0	0	0	0	180	0	0	0	0	0	180
																	0
AECOM Total =						251	2026	1110	1236	1698	2399	1284	1284	856	1776	168	14088
Senior Engineer	\$ 204.37	\$ 210.50	\$ 216.81	\$ 223.32	F		20	20	20	20	20	20	20	20	20		180
Project Controls (Documents; E-builder)	\$ 97.82	\$ 100.75	\$ 103.78	\$ 106.89	F	20	672	103	103	103	103	103	103	103	103	0	1516
Tech Advisor	\$ 276.10	\$ 284.38	\$ 292.91	\$ 301.70	O	0	0	0	0	0	0	0	0	0	0	0	0
						20	692	123	123	123	123	123	123	123	123	0	1696
HDR Total =																	
Inspector - Senior	\$ 88.39	\$ 91.05	\$ 93.78	\$ 96.59	F	0	80	80	80	80	80	80	80	80	80	0	720
						0	80	80	80	80	80	80	80	80	80	0	720
STAAK Total =																	
Inspector	\$ 62.79	\$ 64.67	\$ 66.61	\$ 68.61	F	0	40	40	40	40	40	40	40	40	40	0	360
						0	40	40	40	40	40	40	40	40	40	0	360
CSI - GEO Total =																	
Inspector-Specialist (Elec, Geot, Mech)	\$ 122.85	\$ 126.54	\$ 130.33	\$ 134.24	F	0	0	0	0	103	504	0	0	0	0	0	607
						0	0	0	0	103	504	0	0	0	0	0	607
GCI International Total =																	
Project Controls Admin	\$ 80.64	\$ 83.06	\$ 85.55	\$ 88.12	F	0	80	80	80	80	80	80	80	80	80	80	800
Project Controls (Documents; E-builder)	\$ 97.82	\$ 100.75	\$ 103.78	\$ 106.89	O	0	0	0	0	0	0	0	0	0	0	0	0
						0	80	80	80	80	80	80	80	80	80	80	800
ADG Total =																	
Total ALL Hours Per Phase						271	2918	1433	1559	2124	3226	1607	1607	1179	2099	248	18271

Assumptions:

- * Day shift at 8 hours per day (M-F)
- * Hours estimated based on level of effort as depicted in Eng Estimate
- * Hours estimated with reference to IFB set of plans / plot date of 05/26/2021
- * Hours estimated for negotiation
- * Billing rates used in Fee is are escalated 3% each calendar year as shown
- * Rates for phases are used as estimated above for years 1-4
- * Any additional work requested / agreed to, will be calculated using rates at the time of the services
- * Fee includes expenses to a limited amount; however, note the fee does not include licensing of E-builder software

check hours= 18271

AC-2021-07-21-02

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: Contract Change Order No. 4

ORIGINATED BY:

James Bennett, PE Digitally signed by James Bennett, PE
DN: cn=James Bennett, PE, o=JAXPORT,
ou=Engineering and Construction,
email=James.Bennett@JAXPORT.com, c=US
Date: 2021.07.21 10:44:31 -04'00'

James Bennett, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Beth McCague Digitally signed by Beth McCague
Date: 2021.07.21 12:22:14 -04'00'

Beth McCague, CFO

AWARDS COMMITTEE ACTION

APPROVED

REJECTED

DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt Digitally signed by Sandra Platt
Date: 2021.07.21 15:17:30 -04'00'

Sandra Platt, Secretary to Awards Committee

Frederick P. Wong Jr. Digitally signed by Frederick P.
Wong Jr.
Date: 2021.07.21 15:49:41 -04'00'

Frederick P. Wong Jr., Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

REJECTED

DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

[Empty Signature Box]

Eric B. Green, Chief Executive Officer

Contract Change Order



Commitment Change Details

Project: Upland Dredge Material Management Area Design & Construction

Project #: G2020-02

Jacksonville Port Authority

2831 Talleyrand Ave.
Jacksonville, FL 32206

Tel: (904) 357-3001
Fax: (904) 357-3007

Date: 07.16.2021

To Contractor: Brance Diversified, Inc.
601 Bryan Street
Jacksonville, FL, 32202

Architect's Project No:
Contract Date: 10.19.2020
Contract Number: C-1737
Change Order Number: 04

The following changes are hereby incorporated into and made part of the Contract Documents for the above referenced project:

PCO	Item Number	Description	Change Amount
PCO - 4	1.	Remove additional 119,000 cy of material from Cell B to the Toe Dike Storage area @ \$5.35 per/cy	\$636,650.00

All work is to be performed in accordance with the plans and specifications. All other terms and conditions of the contract remain unchanged.

Execution of this Change Order resolves all issues and matters concerning time and compensation for the items specifically included herein. This accord and satisfaction shall be complete and absolute unless a specific reservation is identified on the document.

The original Contract Value was.....	\$3,987,200.00
Sum of changes by prior Contract Change Orders.....	\$499,850.00
The Contract Value prior to this Contract Change Order was.....	\$4,487,050.00
The Contract Value will be changed by this Contract Change Order in the amount of	\$636,650.00
The new Contract Value including this Contract Change Order will be.....	\$5,123,700.00
The Contract duration will be changed by.....	0 Calendar Days
The revised Substantial Completion date as of this Contract Change Order is	02.16.2022

Jacksonville Port Authority

Brance Diversified, Inc.

BY:	BY:
-----	-----

Retta Rogers

From: amagnole@brancediversified.com
Sent: Friday, July 9, 2021 11:45 AM
To: James Bennett
Cc: Marvin Grieve; Ellen Carmosino
Subject: Buck Island Change Orders

EXTERNAL

This message is from an external sender.

Please use caution when opening attachments, clicking links, and responding.

If in doubt, contact the person or the helpdesk by phone.

Good Morning James,

I am emailing in regards to the change orders for the current Buck Island project.

To date we have removed 460,770 Cubic Yards from Cell B. We anticipate that an additional 180,000 Cubic Yards of materials can be relocated and we are requesting change orders to allow the increase from the plan quantities of 495,000 plan to be increased to 675,000 at the existing rate of \$5.35 per cubic yard. With the approval of these change orders we can continue to relocate the material while we are currently on site.

Please feel free to let me know if you have any questions or concerns. We look forward to hearing back from you.

Thank you,

Angie Magnole

BRANCEDiversified

601 Bryan Street
Jacksonville, FL 32202
Office: (904) 748-0050
Fax: (904) 212-1165

**SUBMISSION FOR AWARDS COMMITTEE
AND CHIEF EXECUTIVE OFFICER APPROVAL
JACKSONVILLE PORT AUTHORITY**

AC-2021-07-21-03
Reference No.

File

07/21/2021
Date

SUBJECT: Upland DMMA - Buck Island Cell B - Phase 2 – Capacity Creation
JPA Project No.: G2020.02 JPA Contract No.: C-1737A
Brance Diversified, Inc.

COST: \$5,950,000

BUDGETED

NON-BUDGETED

BACKGROUND:

This project consists of all labor, materials, equipment, and supervision to remove approximately 400,000 cy of previously dredged materials from the Buck Island Dredge Material Management Area (DMMA), Cell B. The scope of work is inclusive of but not limited to providing all supplies, permits, approvals, transportation, and incidentals necessary for removal of dredged materials.

On May 5, 2021, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On June 14, 2021, Procurement Services received one (1) conforming bid from Brance Diversified Inc. and two (2) non-conforming bids from RPF Emergency Services and Carter's Contracting Service, Inc. After review of the conforming bid, it is the recommendation of the Engineering Department to award a contract to Brance Diversified Inc. who offered the lowest, responsive and responsible bid.

EXPENSE CATEGORY:

- Renewal of existing services
- Replacement (end of life) or upgrade of equipment
- Related to new opportunity
- Related to or part of cap-ex strategy

This is a budgeted capital item for FY21 and will be funded 50% with FDOT funds and 50% with JPA funds.

FINANCIAL:

Available Budget (FY21):	\$5,960,075
Proposed Expense:	<u>\$5,950,000</u>
Remaining Balance:	<u>\$ 10,075</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Brance Diversified Inc. for removal of dredge materials from DMMA cell "B" Buck Island in the negotiated amount of \$5,950,000.

"REVISED"

ATTACHMENT NO. 2

BID FORM
JAXPORT PROJECT NO.: G2020.02
JAXPORT CONTRACT NO.: C-1737A
REMOVE DREDGE MATERIALS DMMA CELL "B"
BUCK ISLAND

BIDDER'S NAME: Brance Diversified, Inc

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1737A**, at the following price:

Scope of Work: Furnish all labor, material, equipment and supervision to remove approximately 500,000 cubic yards of previously dredged materials from the Buck Island Dredge Material Management Area (DMMA), Cell B, 13298 Fort Caroline Rd., Jacksonville, FL 32225.

BASE BID LUMP SUM WORK					
Item No.	Description				Total Item Amount
1	Mobilization / Demobilization (See Note 1)				\$ 550,000.00
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK					\$550,000.00
BASE BID ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY					
Item No.	Description	Maximum Contract time (days)	Estimated Quantity (CY)	Unit Price per CY. (See Note 5)	Total Item Amount
2	Remove Dredge Material and Dispose Off Site	300	400,000	\$13.50	\$ 5,400,000.00
B. ITEMIZED UNIT PRICE TOTAL					\$5,400,000.00
OPTIONAL BID ITEMS ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY					
Item No.	Description	Maximum Contract time (days). (See note 4)	Estimated Quantity (CY)	Unit Price per CY. (See Note 5)	Total Item Amount
3	Remove Dredge Material and Dispose Off Site (See Note 2)	365	100,000	\$13.50	\$ 1,350,000.00
4	Remove Dredge Material and Dispose Off Site (See Note 3)	365	100,000	\$13.50	\$ 1,350,000.00
C. ITEMIZED OPTIONAL BID ITEM UNIT PRICE TOTAL					\$ 2,700,000.00

R/07/2010
C-1737A

JAXPORT
BID FORM

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"REVISED"

BID FORM

JAXPORT PROJECT NO.: G2020.02

JAXPORT CONTRACT NO.: C-1737A

REMOVE DREDGE MATERIALS DMMA CELL "B"

BUCK ISLAND

BID SUMMARY	
BASE BID SUMMARY	
D. Total Lump Sum Work (Line A)	\$550,000.00
E. Total Itemized Work (Line B)	\$5,400,000.00
F. TOTAL BASE BID AMOUNT (LINES D + E)	\$5,950,000.00
Notes	
1 Mobilization will be paid at 60% of the total of Mobilization/Demobilization.	
2 The unit rate for the additional volume may be higher or lower than the rate established for Item No. 2. However, the unit rate may not be more than 5% higher than the unit rate provided for Item No. 2.	
3 The unit rate for the additional volume may be higher or lower than the rate established for Item No. 3. However, the unit rate may not be more than 5% higher than the unit rate provided for Item No. 3.	
4 Contractor's proposed time includes the time in Item No. 2 and the option(s). Maximum contract time for Item Nos. 2, 3, 4 combined will be 365 days.	
5 Includes all costs not included in Item No. 1	

(Submission of more than one bid form for the same work by an individual, firm, partnership or corporation under the same or different names and/or any alterations, exceptions or comments contained within the bid form shall be grounds for rejection of the bid)

Basis of Award: The Authority reserves the right to award this contract to the bidder whose prices is the lowest based on **F. Total Base Bid Amount (Lines D + E)**, subject to availability of appropriated funds.

The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, and whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities in any bid, to reject any or all bids, and to accept the bid which in its judgment will be in the best interest of JAXPORT. JAXPORT will be the sole judge of which Bid will be in its best interest and its decision will be final.

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all Bids, in whole or in part.

R/07/2010
C-1737A

JAXPORT
BID FORM

Page No.: BF-2

Negotiated Revised Bid Acceptance:



BID OPENING
C-1737A REMOVE DREDGE MATERIAL DMMA CELL "B" - BUCK ISLAND
BID DUE DATE: MONDAY, JUNE 14, 2021 @ 2:00 PM (EST)

JPA CONTRACT NO.: C-1737A		RPF Emergency Services, LLC Donna Richards drichards@rpfes.net		Brance Diversified, Inc. Angie Magnole amagnole@brancediversified.com		Carter's Contracting Services, Inc. Cindy Edson cedson@carters-contracting.com	
BID OPEN DATE: MONDAY, JUNE 14, 2021 @ 2:00 PM							
BID BOND		Y		Y (Submitted Incomplete document)		Y (Submitted Incomplete document)	
COI FORM		Y		Y		Y	
PEC FORM		Y		Y		Y	
CCRSC FORM		Y		Y		Y	
MINIMUM REQUIREMENTS (MR1 - MR4)		Y		Y		Y	
E-VERIFY FORM		Y		Y		Y	
E-BUILDER FORM		Y		Y		Y	
CERTIFICATION OF DISPOSAL OF DREDGE MATERIAL		Y		Y		Y	
ADDENDUM NO. 01		Y		Y		Y	
ADDENDUM NO. 02		Y		Y		Y	
ADDENDUM NO. 03		Y		Y		Y	
BASE BID WORK							
	Description	Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost
A. Base Bid Lump Sum Work							
1	Mobilization/Demobilization (See Note 1)				\$ 70,000.00		\$ 70,000.00
	A. Total Base Bid Lump Sum Work Excluding Unit Priced Work				\$ 70,000.00		\$ 70,000.00
B. Itemized Unit Priced Work							
2	Remove Dredge Material and Disposal Off Site (See Note 5)	400000	CY	\$ 13.77	\$ 5,508,000.00	\$ 15.00	\$ 6,000,000.00
	B. Total Itemized Unit Priced Work Total				\$ 5,508,000.00		\$ 6,000,000.00
C. OPTIONAL BID ITEMS - ITEMIZED UNIT PRICE WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY							
3	Remove Dredge Material and Disposal Off Site (See Note 2)	100000	CY	\$ 13.77	\$ 1,377,000.00	\$ 15.00	\$ 1,500,000.00
4	Remove Dredge Material and Disposal Off Site (See Note 3)	100000	CY	\$ 13.77	\$ 1,377,000.00	\$ 15.00	\$ 1,500,000.00
	C. Total Itemized Optional Bid Item Unit Price Total				\$ 2,754,000.00		\$ 3,000,000.00
BID SUMMARY							
	D. Total Lump Sum Work (Line A)				\$ 70,000.00		\$ 70,000.00
	E. Total Itemized Work (Line B)				\$ 5,508,000.00		\$ 6,000,000.00
	TOTAL AMOUNT LINES A & B:				\$ 5,578,000.00		\$ 6,700,000.00
	TOTAL BID AMOUNT				\$ 8,332,000.00		\$ 9,700,000.00

Recorded By: Sandra Platt Digitally signed by Sandra Platt
 Date: 2021.06.15 12:50:14 -04'00'

Witness: Retta Rogers Digitally signed by Retta Rogers
 Date: 2021.06.15 12:54:43 -04'00'

Witness: Jerrie Gunder Digitally signed by Jerrie Gunder
 Date: 2021.06.16 08:26:53 -04'00'

Director of Procurement: No Signature Available

Bid Bond Incomplete, blank "name by its" and "attested by it's") Pg. BBF-2

Note: RPE Emergency Services, LLC and Carter's Contracting Services, Inc. ruled Non-Conforming due to not meeting the DMMA Disposal Site Requirements.

Board of Directors Meeting - R2021-07-01 Engineering and Construction Update by James Bennett

KEY CAPITAL PROJECTS											
No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	AE-1436D	Rehabilitate Berths 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$528,090	\$2,641,479	\$2,081,484	\$549,995	\$0	HDR awarded contract for Services During Construction. HDR is performing on-site daily observation including reports. Their services are critical in answering RFI's to keep the contractor working expeditiously. Change Order #4 increased contract to provide funding for contract completion.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$349,537	\$51,370,709	\$40,749,857	\$10,820,852	\$0	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Contractor is behind schedule but making every effort to improve the schedule. Phase 2B Construction: Manson has completed driving all concrete pile. They have completed the demolition of existing waterside beam and piles. They are forming and pouring the bents to support the precast panels and have installed precast panels. They are prepping for their first concrete deck pour.
2	AE-1858	Upland Dredge Material Management Design & Construction	HDR Engineering	Engineering Design & Services During Construction for Toe Dike at Buck Island	\$340,055	\$50,987	\$399,022	\$342,340	\$56,682	\$0	HDR completed the design documents and will be performing administrative services during construction which includes reviewing submittals, RFI's, change order requests, and monthly inspections.
	C-1737		Branca Diversified Inc.	Upland DMMA Construction Phase 1 - Buck Island	\$3,987,200	\$499,850	\$4,487,050	\$3,702,059	\$784,991	\$0	Branca Diversified received a Notice to Proceed on November 24, 2020. Contract duration is 450 calendar days. Change Order #1 added moving an additional 50,000 CY of sand from Toe Dike construction area to Cell A. Branca Diversified has completed the construction of the toe dike and has placed 98% of material in new holding cell. Change Order #3 will authorize an additional 61,000 CY of material placed in the new holding cell.
	AE-1737A		C&ES	Engineering & Inspection Services for Buck Island DMMA	\$116,032	\$0	\$116,032	\$25,547	\$90,485	\$0	C & ES is performing on-site inspection services as needed to confirm that testing and construction procedures are in accordance with plans and specifications.
3	AE-1728	Westrock Property Improvements	Tetra Tech, Inc	Westrock Property Concept & Design	\$282,500	\$3,500	\$286,100	\$0	\$286,100	\$0	Tetra Tech, Inc has completed the survey of the property. Change Order 1 authorized a wetland survey that confirmed no wetlands on the property. Tetra Tech submitted a design concept. Concept has been amended and Tetra Tech is working on 30% design.
	C-1728		Realco Recycling Co., Inc.	TMT Westrock Buildings Demolition	\$606,570		\$606,570	\$0	\$606,570	\$0	Realco Wrecking was issued a Notice To Proceed on June 2, 2021. Contract duration is 180 days. Realco Wrecking has knocked down 50% of building and will begin to salvage material and haul off concrete. Project is progressing well.
4	C-1681	Rehabilitate Railroad Trestle	Intron Technologies	Railroad Trestle Repairs	\$340,699	\$418,801	\$759,500	\$610,542	\$148,958	\$0	Intron Technologies has completed the underdeck repairs and completed repairs on the expansion joints on the top of the bridge. They are demolishing their equipment.
5	C-1671	August Drive Sheet Pile Wall Replacement	Poseidon Dredge & Marine, Inc.	August Drive Sheet Pile Wall Replacement	\$2,278,305	\$46,402	\$2,322,707	\$1,599,693	\$723,014	\$0	Poseidon Dredge & Marine, Inc has been awarded the contract to replace the sheetpile walls at the August Drive Bridge. Change Order #3 added additional demolition of concrete wing walls. The sheet pile has been installed on both sides of the bridge. PD&M is working on tie-backs, cathodic protection and the approach slabs. They are ahead of schedule.
6	AE-1611A	Pile Cap & Beam Rehab - TMT	HDR Engineering, Inc.	Design Services for Pile Jacket Program	\$141,569	\$71,200	\$212,769	\$191,231	\$61,538	\$0	HDR Engineering provided design services and is providing Services During Construction for the pile jacket repair project at Berth 4 at TMT.
	C-1611		Underwater Mechanix Inc.	TMT Pile Jacket Repair - Berth 4	\$630,299	\$111,767	\$742,066	\$605,630	\$136,436	\$146,753	Underwater Mechanix, Inc. was awarded the contract to provide pile jacket repairs at TMT Berth 4. CO #1 added an additional 66 LF of pile jackets required after demo was completed. Materials have been received and UMX is proceeding with the installation of the jackets.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$0	\$143,950	\$0	\$143,950	\$0	JACOBS was directed to design the pile jacket repairs on Berth 5 on May 25, 2021. They will start inspection and design of repairs after Underwater Mechanix cleans the pile.
7	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$0	\$854,134	\$734,863	\$119,271	\$0	Taylor Engineering has completed surveys and geotechnical investigation. Recommendations have been made to investigate 2 options. Construct a toe wall and off-load existing material into toe wall and determine optimum height to raise existing walls to create more capacity. Taylor Engineering is working on 90% drawings and submitted the FDEP permit application.

Financial Highlights

June 2021

June was another stable month for JAXPORT. Revenues at \$5.199 million were \$139 thousand ahead of plan. This is slightly behind the same period last year. In June 20 2020 we experienced a heavy military move, benefited from significant tipping fees and the layup of the NCL vessels, none of which we had this year. This month's strong performance relies on our core business segments, a very good sign. Container revenue was strong at \$2.986 million, ahead of plan by \$397 thousand and \$213 thousand ahead of same period last year. Domestic carriers all reported strong performance as did International Terminal operator SSA. Auto Revenues at \$1.249 million were on budget and \$350 thousand ahead of last year. Liquid Bulk tonnage shows a favorable variance to budget by 76% with associated revenues over budget by 39%. The majority of revenue from Liquid Bulk is derived from the lease rent rather than the cargo throughput fee which is quite low on a per ton basis. Dry Bulk Revenue represents lease payments only as tenant Martin Marietta had no cargo this month. Cruise is still on hiatus so no revenue was reported in this segment. Notwithstanding lack of activity in either of these cargo types, we still surpassed budget for the month.

EXPENSES

While we have loosened the purse strings somewhat to allow our Operations team to keep all equipment in good order and filled positions we intentionally left vacant early in the year, we remain below plan for the month. We continue to experience increases in oil and gas. We were helped in expense control as there was little maintenance dredge expense this month. We are continuing to experience a reduction in siltation seen in previous years.

Shared Revenue from the City remains ahead of budget and debt service is below plan due to lower than expected interest rates. Income Before Depreciation was \$1.898 million, \$921 thousand head of plan with nearly half of that variance the result of berth maintenance dredging expense, \$451 thousand, below plan for the month.

YEAR TO DATE

We are tracking ahead of plan in nearly all cargo categories. We are slightly behind budget for the year in the unpredictable Military revenue category, but we expect a significant military move in July to put us back on track. Cruise is now behind plan by \$1.143 million. We still do not have a restart date on this important line of business. Year to Date Income Before Depreciation is \$15.3 million, \$7.767 million ahead of plan. This is the result of Operating Revenue being \$4.73 million ahead of our conservative budget and Expenses being \$2.475 below budget.

BALANCE SHEET

The Balance Sheet remains stable and liquid. We did receive a reimbursement from FDOT for Contract C which was forwarded to the City for repayment of the Bridge Loan. That balance is now \$29.8 million on that debt.

CONCERNS

None at this time.

VITAL STATISTICS

JUNE FY2021 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	131	124	112	6%	17%	1,149	1,113	1,146	3%	0%
Total Tons	826,619	796,421	884,493	4%	-7%	7,868,338	7,167,788	7,336,338	10%	7%
Total Revenue	\$5,199,243	\$5,060,302	\$5,646,630	3%	-8%	\$48,844,331	\$44,114,143	\$49,447,167	11%	-1%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,986,183	\$2,588,698	\$2,772,810	15%	8%	\$25,825,082	\$23,298,282	\$24,309,086	11%	6%
Container TEU's	118,452	105,423	101,822	12%	16%	1,066,959	948,806	925,409	12%	15%
ICTF Rail Lifts	1,544	1,500	930	3%	66%	12,359	13,500	10,485	-8%	18%
Auto Revenue	\$1,249,167	\$1,248,788	\$991,586	0%	26%	\$11,661,214	\$11,239,092	\$11,551,159	4%	1%
Auto Units	51,465	49,063	24,419	5%	111%	486,826	441,566	403,987	10%	21%
Military Revenue	\$79,076	\$105,834	\$209,163	-25%	-62%	\$903,857	\$952,506	\$1,323,101	-5%	-32%
Military Units	101	356	718	-72%	-86%	4,704	3,205	6,375	47%	-26%
Breakbulk Revenue	\$394,102	\$341,094	\$409,858	16%	-4%	\$3,896,585	\$3,069,846	\$3,014,613	27%	29%
Breakbulk Tons	77,620	65,484	97,481	19%	-20%	561,396	589,360	599,271	-5%	-6%
Liquid Bulk Revenue	\$151,597	\$109,386	\$274,261	39%	-45%	\$1,121,164	\$984,474	\$1,231,803	14%	-9%
Liquid Bulk Tons	42,569	24,125	59,891	76%	-29%	329,981	217,121	330,273	52%	0%
Dry Bulk Revenue	\$115,442	\$168,247	\$191,938	-31%	-40%	\$1,542,513	\$1,514,223	\$1,542,729	2%	0%
Dry Bulk Tons	-	66,819	111,857	-100%	-100%	566,426	601,368	600,226	-6%	-6%
Cruise Revenue	\$0	\$285,715	\$0	-100%	0%	\$0	\$1,142,860	\$1,896,597	-100%	-100%
Cruise Passengers	-	11,429	-	-100%	0%	-	45,714	74,865	-100%	-100%
Total Cargo Revenue	\$4,975,567	\$4,847,762	\$4,849,616	3%	3%	\$44,950,415	\$42,201,283	\$44,869,089	7%	0%
Other Revenue	\$223,676	\$212,540	\$797,014	5%	-72%	\$3,893,916	\$1,912,860	\$4,578,078	104%	-15%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 9 months ending 06/30/2021

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,986,183	2,588,698	397,485	2,772,810	25,825,082	23,298,282	2,526,800	24,309,086
AUTOS	1,249,167	1,248,788	379	991,586	11,661,214	11,239,092	422,122	11,551,159
MILITARY	79,076	105,834	(26,758)	209,163	903,857	952,506	(48,649)	1,323,101
BREAK BULK	394,102	341,094	53,008	409,858	3,896,586	3,069,846	826,740	3,014,613
LIQUID BULK	151,597	109,386	42,211	274,261	1,121,164	984,474	136,690	1,231,804
DRY BULK	115,442	168,247	(52,805)	191,938	1,542,512	1,514,223	28,289	1,542,729
CRUISE	-	285,715	(285,715)	-	-	1,142,860	(1,142,860)	1,896,597
OTHER OPERATING REVENUE	223,676	212,540	11,136	797,014	3,893,916	1,912,860	1,981,056	4,578,078
TOTAL OPERATING REVENUES	5,199,243	5,060,302	138,941	5,646,630	48,844,331	44,114,143	4,730,188	49,447,167
OPERATING EXPENSES								
SALARIES & BENEFITS	1,435,213	1,479,710	(44,497)	1,386,324	12,882,391	13,146,403	(264,012)	12,781,893
SERVICES & SUPPLIES	344,825	340,895	3,930	357,476	2,832,439	3,068,055	(235,616)	3,189,236
SECURITY SERVICES	357,797	417,445	(59,648)	369,091	3,360,113	3,757,005	(396,892)	3,838,743
BUSINESS TRAVEL AND TRAINING	12,286	36,927	(24,641)	1,686	95,850	332,343	(236,493)	263,842
PROMO,ADV,DUES & MEMBERSHIPS	21,046	52,659	(31,613)	42,232	387,436	473,931	(86,495)	470,101
UTILITY SERVICES	67,490	66,989	501	62,500	490,938	602,901	(111,963)	570,456
REPAIRS & MAINTENANCE	241,753	151,017	90,736	134,245	1,374,200	1,359,153	15,047	1,460,550
CRANE MAINTENANCE PASS THRU	(85,827)	(37,500)	(48,327)	(17,432)	(345,351)	(337,500)	(7,851)	(305,246)
BERTH MAINTENANCE DREDGING	7,384	458,312	(450,928)	395,723	3,031,140	4,124,808	(1,093,668)	4,595,364
MISCELLANEOUS	14,709	19,541	(4,832)	13,589	119,194	175,869	(56,675)	129,086
TOTAL OPERATING EXPENSES	2,416,677	2,985,995	(569,318)	2,745,434	24,228,351	26,702,968	(2,474,617)	26,994,025
OPERATING INC BEFORE DS AND DEPR	2,782,567	2,074,307	708,260	2,901,197	24,615,980	17,411,175	7,204,805	22,453,143
NON OPERATING INCOME								
INVESTMENT INCOME	768	12,194	(11,426)	416	7,324	109,746	(102,422)	223,222
SHARED REVENUE FROM CITY	836,676	799,026	37,650	159,502	7,403,209	7,191,234	211,975	1,549,682
TOTAL NON OPERATING ITEMS	837,444	811,220	26,224	159,918	7,410,533	7,300,980	109,553	1,772,905
NON OPERATING EXPENSE								
DEBT SERVICE	1,721,579	1,908,117	(186,538)	1,657,711	16,013,437	17,173,050	(1,159,613)	15,325,458
CONTRIBUTIONS TO TENANTS	-	-	-	-	-	-	-	900,539
CRANE RELOCATION	-	-	-	-	706,429	-	706,429	-
OTHER NON OP EXPENSE	(30)	678	(708)	(30)	6,494	6,102	392	6,795
TOTAL NON OPERATING EXPENSE	1,721,549	1,908,795	(187,246)	1,657,681	16,726,360	17,179,152	(452,792)	16,232,793
INCOME BEFORE DEPRECIATION	1,898,461	976,732	921,729	1,403,433	15,300,153	7,533,003	7,767,150	7,993,255

Jacksonville Port Authority
Balance Sheet (in thousands)
At June 30, 2021

	June 30, 2021	May 31, 2021	September 30, 2020
Current Assets			
Cash & cash equivalents	16,574	17,136	16,788
Restricted cash & cash equivalents	4,518	4,259	7,867
Accounts receivable, net	7,043	6,916	6,056
Notes and other receivables	469	1,335	1,138
Grants receivable	24,678	23,887	21,216
Inventories and other assets	2,156	2,206	1,667
Total Current Assets	55,438	55,739	54,732
Noncurrent Assets			
Restricted cash & cash equivalents	15,982	15,987	16,087
Restricted Cash for Cap Projects	1,072	1,072	3,457
Deferred outflow of resources	11,010	11,041	11,284
Capital Assets, net	847,478	846,427	849,045
Total Noncurrent Assets	875,542	874,527	879,873
Total Assets	930,980	930,266	934,605
Current liabilities			
Accounts payable	997	1,607	1,755
Construction accounts payable	2,777	2,951	3,293
Accrued expenses	652	553	895
Accrued interest payable	1,142	570	3,365
Retainage payable	803	803	803
Unearned Revenue	7,401	7,401	7,401
Bonds and Notes Payable	7,163	7,163	7,163
Total Current Liabilities	20,935	21,048	24,675
Noncurrent liabilities			
Unearned Revenue	123,894	124,394	129,022
Accrued Expenses	3,382	3,356	3,406
Line of credit	14,207	14,207	19,346
Bonds and notes payable	214,848	214,864	222,152
Short Term Borrowings - COJ	29,800	34,100	37,700
Other Obligations	8,537	8,537	8,537
Net Pension Liability	18,069	18,069	18,069
Deferred inflow of resources	1,461	1,461	1,461
Total Non Current Liabilities	414,198	418,988	439,693
Total Liabilities	435,133	440,036	464,368
Net Position	495,847	490,230	470,237

COMMERCIAL REPORT – July 2021

JAXPORT volumes remain strong as we continue to attract new business among our major cargo types and multiple trade lanes.

Recent examples of diverse new business secured at JAXPORT include “Project Notebook,” a U.S. manufacturer of retail paper products that has shifted 1,000 annual TEUs of product originating in South America to JAXPORT; “Project Robin,” a textile manufacturer now importing more than 700 TEUs annually into JAXPORT from Southeast Asia; “Project Mound,” a U.S. company now importing more than 6,500 tons annually of rolled paper from Europe into JAXPORT; and “Project Back,” short-term exports of pulp to South Africa which we are working to parlay into regular shipments. Most significantly, in June, one of our largest ocean carriers (MSC) added new container vessel service at JAXPORT with direct calls between Canada and Mexico, handling an average of 434 TEUs per week in its first month here.

Looking forward, our commercial team has more than \$13 million of potential business in its pipeline, led by new container, vehicle and breakbulk prospects.

CONTAINERS

JAXPORT is on pace for its busiest year ever for container volumes (currently running 15 percent ahead of 2020), led by strong Asian imports, a resilient Puerto Rico trade lane, consistent Central and South American volumes and the start of the new Canada-Mexico service. We also continue to capture the attention of new shippers and Beneficial Cargo Owners (BCOs) looking to save time and/or money by shifting volumes to JAXPORT in these trade lanes – and we are attracting new shippers monthly.

In June, an auto parts E-commerce company – CarParts.com -- announced plans to open a distribution center in Jacksonville in 2022. The company, based in California, has no brick-and-mortar stores; they sell car parts online and will open a new, 180,000 square-foot distribution center in Jacksonville to fill online orders. The company cited access to JAXPORT as a factor contributing to its decision to locate here. We are still determining exact container volumes but anticipate at least 750-1,000 TEUs per year.

Despite our volume growth, customers at many U.S. ports (including JAXPORT) are advising they cannot ship the volume they desire due to a lack of space on container vessels, particularly in the Asia-U.S. trade lane. Shipper demand from surging E-commerce volumes and retailers/distributors replenishing inventory are far outpacing available ship capacity. At JAXPORT, eliminating operational limitations in the harbor (e.g. harbor deepening) will create opportunities for new vessel service, adding necessary capacity to meet shipper demand.

Meanwhile, the single most pressing initiative among the sales team – with strong assist from our senior leadership team – is to continue to share our value proposition among the ocean carriers to attract new service here, while lining up shippers/BCOs to fill those ships when service comes online. We focus on these tasks daily. In late July and early August, our General Manager of Business Development (Robert Peek) and Eric Green will visit in person with key ocean carriers. While carriers are not likely to make port changes in the near-term because ships are full in existing rotations, it is important that we stay in front of these decision makers for the long-term. We also continue to meet daily (primarily via video and conference calls) with prospective shippers and FTZ users.

As noted in June, despite our strong volumes, JAXPORT is not suffering from ship congestion that has been common for months among other U.S. ports. Continued development of our facilities will help us to accommodate continued container growth.

VEHICLES

Our vehicle volumes continue to rebound from 2020, when global auto production shut down for several weeks due to COVID-19.

Through the first nine months of our fiscal year, our vehicle unit are up 21 percent over prior year – and long-term volumes are projected to grow as demand for new and used cars remain strong throughout the United States and most global markets. Still, vehicle production and distribution in the world has not yet returned to pre-COVID levels. Globally, there are supply chain challenges impacting production, including a lack of computer chips needed for many new cars, causing a drag on production. JAXPORT shippers have largely avoided this issue, reflected in our strong YOY numbers.

Our near-term path for vehicle growth is increased volumes from current manufacturers already shipping through JAXPORT, while longer term we have the potential to attract new manufacturers – while we pursue options for increasing space to handle more rolling cargoes. Our Jones Act carriers also continue to see strong vehicle volumes moving to Puerto Rico and the Caribbean islands. Combined with our international imports and exports, JAXPORT remains on pace for one of its busiest fiscal years ever for vehicle units.

BREAKBULK

Our breakbulk volumes have slowed a bit through June, in part due to a temporary disruption in the overseas production of paperboard, but we anticipate a stronger summer, when we will handle new imports of steel and new exports of pulp. Most significant to JAXPORT is the recent sale of two terminal operator tenants of ours, Seonus and Portus, by their common owner (Patriot Ports) to Enstructure LLC, a Massachusetts-based terminal operator which owns and operates a network of dry, liquid and breakbulk terminals. Enstructure has advised they want to develop a close working relationship with JAXPORT, which bodes well for us, as this company will continue to move much of our breakbulk business.

Also regarding breakbulk: the lack of cargo containers and space on container vessels is causing some shippers to consider taking commodities out of containers and ship them via breakbulk instead, simply because they can acquire space on breakbulk ships. We have spoken with several container shippers about making this shift and will report any which actually do so.

In summary, our container and vehicle volumes remain strong, while our breakbulk volumes are holding steady as we continue to emerge from COVID. In August, during the oral commercial report, we will share specifics about additional new business moving through JAXPORT across all cargo types.

end

Item No. 5

AC2021-07-21-05

BIMT Berth 22 High Heavy Lot Resurface

JPA Project No.: B2021.11

JPA Contract No.: C-1782

Pars Construction Services, LLC

\$333,462

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 6

AC2021-07-06

Engineering Design Services for BIMT Intersection Improvements

JPA Project No.: B2021.02

JPA Contract No.: AE-1794

RS&H, Inc.

\$150,374

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

The meeting was adjourned at 3:02 PM