

Board of Directors Meeting

September 27, 2021 09:15 AM



Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

Palmer Clarkson

II. [Approval of Minutes](#)

Vice Chair Wendy Hamilton

Board of Directors Meeting Minutes - July 26, 2021

III. Public Comments

IV. Presentations

Milestone:

Fred Wong

James Baity - Maintenance Tech III, BIMT - 25 years

V. Chairman's Update

Vice Chair Wendy Hamilton

Audit Committee Update

Proposed Slate of Board Officers for 10/1/2021-9/30/2022

VI. New Business

[BD2021-09-01](#)

Beth McCague

Florida Department of Transportation Coronavirus State Fiscal Recovery Funds Subrecipient Grant Agreement

[BD2021-09-02](#)

Fred Wong

Department of Navy Property Transfers at Blount Island Command

[AC2021-09-01](#)

James Bennett

SSA JCT - Container Yard Improvements

VII. CEO Update

Eric Green

VIII. Reports

[R2021-09-01 Engineering and Construction Update](#)

James Bennett

[R2021-09-02 Financial Highlights by Beth McCague](#)

Info Only

[R2021-09-03 Financials/Vital Statistics](#)

Mike McClung

[R2021-09-04 Commercial Highlights](#)

Robert Peek

IX. Other Business

Vice Chair Wendy
Hamilton

Approval of Travel - Vice Chair Wendy Hamilton 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 October/November 2021.

X. Miscellaneous

A. [Awards Committee Meeting Minutes - September 24, 2021](#)

B. Emergency Purchases - None

C. Unbudgeted Transactions - None

XI. Adjourn

Vice Chair Wendy
Hamilton

The next Board of Directors Meeting will be held on
Monday, October 25, 2021 @9:00AM.



Minutes for Board of Directors Meeting

07/26/2021 | 09:00 AM - 10:16 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. Ed Fleming, Member
Mr. Brad Talbert, Member

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, July 26, 2021 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Jamie Shelton called the meeting to order at 9:00 a.m. and welcomed all attendees.

Pledge of Allegiance/Moment of Silence

Board Member Brad Talbert led the audience in the Pledge of Allegiance and a moment of silence.

Approval of Minutes

Chairman Shelton called for approval of the June 28, 2021 Board of Directors Meeting Minutes. After a motion by Mr. Fleming and a second by Mr. Bean, 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

Milestones:

Mr. Fred Wong recognized Jill Mashburn, Sr. Executive Assistant to COO, for reaching her 20-year milestone and thanked her for her service.

Ms. Beth McCague recognized Rebecca Dicks, Sr. Executive Assistant and Board/Travel Liaison, for reaching her 10-year milestone and thanked her for her service.

Ethics for Independent Authorities

Ms. Carla Miller, Ethics Director for the City of Jacksonville, presented mandatory ethics training for Board members.

New Business

BD2021-07-01 Sovereign Submerged Land Lease Dames Point Marine Terminal – West Channel

Mr. Fred Wong presented this submission for Board approval to renew the lease agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for an additional five-year term which would allow JAXPORT to construct, operate and maintain a docking facility and a wharf if and when needed.

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

BD2021-07-02 Purchase of Property – 3500 Zoo Parkway

Mr. Mike McClung presented this submission for Board approval of the purchase of a .92 acre of property located on the southeast corner of Zoo Parkway (Heckscher Drive) and August Drive at the entryway to the cruise terminal. This property abuts 40 acres of JAXPORT property and 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.

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

**BD2021-07-03 Federation of Public Employees
Collective Bargaining Agreement**

Ms. Linda Williams presented this submission for Board approval to ratify the Collective Bargaining Agreement between JAXPORT and the Federation of Public Employees for October 1, 2022 through September 30, 2025.

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

**AC2021-07-21-01 SSA JCT – Program Management and Inspection Services
AECOM Technical Services, Inc.**

Mr. James Bennett presented this submission seeking Board approval of the issuance of a contract to AECOM Technical Services, Inc. for SSA JCT – Program Management and Inspection Services in the amount of \$3,215,667.

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

**AC2021-07-21-02 Upland DMMA – Buck Island Cell B – Phase 1
Construction of Toe Dike CO#4 – Brance Diversified**

Mr. James Bennett presented this submission seeking Board approval of the issuance of Change Order No. 4 to Brance Diversified, Inc. for Upland DMMA – Buck Island Cell B – Phase 1 – Construction of Toe Dike in the amount of \$636,650. The total amount of the contract including this change order will be \$5,123,700.

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

**AC2021-07-21-03 Upland DMMA – Buck Island Cell B – Phase 2
Capacity Creation – Brance Diversified**

Mr. James Bennett presented this submission seeking Board approval of 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.

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

CEO Update

Mr. Green let the Board know that JAXPORT expects to find out in early August how much it will receive as part of the \$250 million in federal stimulus dollars that Governor DeSantis allocated to Florida ports during Florida's 2021-22 fiscal year. As soon as the port gets some type of guidance or understanding on this issue, he will inform the Board.

Mr. Green informed the Board that he will be traveling to Norfolk, Virginia next week along with Robert Peek to visit ocean liners Zim and CMA to discuss business growth opportunities. He will also be traveling to Orlando in mid-August to participate in the RILA Retail Industry Leaders Association conference. He stated he will come back a day early to present JAXPORT's budget to the City Council Finance Committee on Friday, August 20th.

Mr. Green announced that JAXPORT produced record setting volumes for the month of May and he expects a similar trend for June. He stated that business is picking up and moving in right direction.

Mr. Green let the Board know that JAXPORT staff is doing well and that the port has been able to fill some positions that have been open for quite some time including the hiring of an Environmental Health & Safety Field Officer that Nick Primrose mentioned in his Safety Initiatives Update to the Board last month.

Reports

R2021-07-01 Engineering and Construction Update by James Bennett

Mr. James Bennett provided an overview of the key capital and engineering projects to the Board in their books for the month of July.

R2021-07-02 Financial Highlights by Beth McCague

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

R2021-07-03 Financials/Vital Statistics

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

R2021-07-04 Commercial Highlights by Robert Peek

Mr. Robert Peek provided commercial highlights to the Board in their books for the month of July 2021.

Other Business

After a motion by Mr. Bean and a second by Ms. Hamilton, 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 August/September 2021.

Miscellaneous

There were no emergency purchases or unbudgeted transactions.

Adjourn

There being no further business of the Board, the meeting adjourned at 10:16 a.m.



**SUBMISSION
FOR
BOARD APPROVAL**

**SUBJECT: Florida Department of Transportation Coronavirus State
Fiscal Recovery Funds Subrecipient Grant Agreement**

COST: \$13,716,223.51 BUDGETED: No

SOURCE OF FUNDS: FDOT

BACKGROUND:

The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA). Pursuant to Chapter 2021-36 Laws of Florida (Senate Bill No. 2500), this Agreement is established to respond to the negative economic impacts of the COVID-19 health emergency, by stabilizing the Sub-recipient and provide working capital to lay the foundation for a strong and equitable recovery.

STATUS:

FDOT has awarded JAXPORT \$13,716,723.51, an amount based on the U.S. Department of Treasury's formula for estimating Lost Income due to the Coronavirus health emergency. Under the terms of the Grant Agreement, JAXPORT can immediately request up to half (\$6,858,112) of the total award by presenting documentation showing amounts paid for eligible expenses during the period March 3, 2021 - July 31, 2021. Additionally, JAXPORT can present its spending plan for drawing down additional amounts based on documentation of eligible expenses over the next several quarters and receive reimbursements until the full amount of the Grant is extinguished.

Eligible expenses include operating expenses. JAXPORT will submit documentation for the following expenses to support the current request and future requests: Salaries and Benefits, Security, Fuel and Berth Maintenance Dredging.



SUBMISSION FOR BOARD APPROVAL

RECOMMENDATION:

Management recommends Board approval of the Grant Agreement and the attached Resolution.

ATTACHMENTS:

FDOT Coronavirus State Fiscal Recovery Funds Subrecipient Grant Agreement Resolution

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Signature: Beth McCague
Beth McCague (Sep 22, 2021 12:26 EDT)
Email: Beth.McCague@jaxport.com
Signature and Date

SUBMITTED FOR APPROVAL

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Sep 22, 2021 12:40 EDT)
Email: eric.green@jaxport.com
Signature and Date

BOARD APPROVAL:

September 27, 2021
Meeting Date

Signature:
Email: Rebecca Dicks/Recording Secretary

ATTEST:

Daniel K. Bean, Secretary

Wendy Hamilton, Vice Chair, on behalf of
Jamie Shelton, Chairman

DocuSign Envelope ID: 2CF592D8-9DB6-4134-A009-B84FE3B7243F

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Financial Project Number(s): <small>(Item-segment-phase-sequence)</small>	Fund(s):	ARPA	FLAIR Category:	085152
449497-1-84-22	Work Activity Code/Function:	215	Object Code:	780003
	Federal Award Identification Number (FAIN):		Org. Code:	55022020229
	Federal Award Date:		Vendor Number:	F593730270001
Contract Number:	Recipient DUNS Number:			
County Number: 26				
Catalog of Federal Domestic Assistance (CFDA): 21.027, Coronavirus State and Local Fiscal Recovery Funds				

THIS SUBRECIPIENT GRANT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2021 (the "Effective Date"), between the State of Florida, Department of Transportation, an agency of the State of Florida (the "Department"), and Jacksonville Port Authority (the "Sub-recipient") (each a "Party" and collectively, the "Parties").

The Parties agree as follows:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Chapter 2021-36 Laws of Florida (Senate Bill No. 2500). The Sub-recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit D, Sub-recipient Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement. The purpose of this Agreement is to provide a subaward of the Coronavirus State Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (ARPA) to respond to the negative economic impacts of the COVID-19 public health emergency, by stabilizing the Sub-recipient and provide working capital to lay the foundation for a strong and equitable recovery (the "Project"). The Project is more particularly described in **Exhibit A, Project Description and Responsibilities** to this Agreement.

3. The Project. The Sub-recipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable laws and the terms and conditions of this Agreement. **Exhibit A** describes the scope of work to be performed by the Sub-recipient and provides a proposed schedule for the completion of the Project. The Project scope in **Exhibit A** identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of Project scope elements. All Project activities must be consistent with the scope described in **Exhibit A**. An amendment to this Agreement is required for any proposed change in the scope of work.

4. Term of Agreement. The term of this Agreement and the period for performance of the Project under this Agreement extends from the Effective Date through December 31, 2024 (the "Completion Date"). If the Sub-recipient does not complete the Project on or before the Completion Date, this Agreement will expire, unless the Completion Date is extended by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Project.

5. Project Funding and Budget.

a. Project Cost. The estimated cost of the Project is \$13,716,224 (the "Project Estimate"), and is allocated among the Project activities in **Exhibit B, Schedule of Financial Assistance**. An amendment to the grant agreement is required for any re-budgeting of Project funds provided under this Agreement.

b. Department Subaward. Under this Agreement, the Sub-recipient, a non-federal entity, is the subrecipient of the Coronavirus State Fiscal Recovery Funds awarded under ARPA. The Department will provide financial assistance for the Project up to the maximum amount of the federally funded subaward made under this Agreement, \$13,716,224 (the "Maximum Federal Financial Assistance"), as more specifically detailed in **Exhibit B**, in accordance with the terms and conditions of this Agreement. Any terms and conditions that are specific to this subaward are attached as **Exhibit A**, and shall control over any inconsistent provisions in the body of this Agreement or the other exhibits attached to this Agreement.

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c. Matching Funds. The Sub-recipient agrees to provide all matching funds required under the terms of the federal grant. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. The Sub-recipient is also responsible for all costs required to complete the Project that exceed the Project Estimate. The Sub-recipient shall take all actions required for the Sub-recipient to provide the necessary funds for the Project. The Department will have no responsibility for any Project costs in excess of the Maximum Federal Financial Assistance.

d. Eligible Costs. Financial assistance provided by the Department under this Agreement will only be available for eligible project costs as specifically detailed in **Exhibit A**, and prior to termination or expiration of this Agreement.

e. Ineligible Costs. In determining the amount of any payment, the Department will exclude all Project costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance in **Exhibit B** for the Project, costs agreed to be borne by the Sub-recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. The federal funds awarded under this Agreement will not be provided for any cost not incurred in accordance with applicable federal and state laws, regulations and grant program requirements. If the federal government of the United States or the Department determines that any cost claimed is not eligible, the Department will notify the Sub-recipient. The notification will identify the items and amounts not eligible for reimbursement with federal financial assistance and the reason the items and amount are not eligible. If the Sub-recipient is not in compliance with requirements of this Agreement, but such non-compliance is correctable during the term of this Agreement, financial assistance may be withheld by the Department until the non-compliance is corrected. If the Sub-recipient's non-compliance is not correctable during the term of this Agreement, the Department may deny use of federal funds, in whole or in part. If as a result of the Sub-recipient's failure to comply with the terms of this Agreement the federal government of the United States determines that federal financial assistance will no longer be available for the Project: (i) the Department is authorized to discontinue federal financial assistance for the Project under this Agreement; and (ii) the Department is not required to provide any additional state financial assistance for the Project. A determination by federal government of the United States that federal financial assistance is no longer available for the Project is final. The Sub-recipient waives any right to contest a discontinuance of financial assistance under this Agreement if federal government of the United States determines federal financial assistance is no longer available.

f. No Federal Obligation. This Agreement is financed by federal funds. However, payments to the Sub-recipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, U.S. Department of Transportation (USDOT), federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

g. Subaward Contingent on Federal Funding. The Sub-recipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits of federal government of the United States provided financial assistance shall be eligible for reimbursement.

h. Repayment of Grant Funds. Upon a finding by federal government of the United States, or the Department in lieu of federal government of the United States, that the Sub-recipient has made an unauthorized or undocumented use of grant funds, or that any Project costs are ineligible for federal reimbursement, and upon a written demand for repayment issued by the Department, the Sub-recipient shall repay such amounts to the Department within 40 days of written demand. The Sub-recipient shall also repay any other grant funds received by the Sub-recipient under this Agreement in excess of the amount to which the Sub-recipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

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i. **Reversion of Unexpended Grant Funds.** All funds granted by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

6. Invoices.

a. **Requests for Reimbursement.** In order to obtain any of the federal funds available from the Department under this Agreement, the Sub-recipient shall file with the Department Grant Manager its request for reimbursement and any other information regarding to the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Sub-recipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

In the event the failure to timely submit invoices to the Department results in federal government of the United States removing any unbilled financial assistance or the loss of state appropriation authority, the Sub-recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional financial assistance for the Project.

b. **Deliverables and Supporting Documentation.** Requests for reimbursement or advance payment by the Sub-recipient shall include an invoice and supporting documentation for the period of work being billed that are acceptable to the Department. All costs invoiced shall be supported by a response spending plan, as described in **Exhibit G, Program Guidelines**, and **Exhibit H, Response Spending Plan**. The Sub-recipient shall use the format for the invoice that is approved by the Department. Approved invoice formats are found in **Exhibit F, Project Invoice Form**. Invoices shall be submitted by the Sub-recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A**. Supporting documentation must substantiate the amount of progress made on the Project in a quantifiable, measurable, and verifiable manner, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Sub-recipient. Supporting documentation must also establish to the Department Grant Manager's satisfaction that deliverables were received and accepted in writing by the Sub-recipient and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met.

c. Travel Expenses.

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement.

Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

d. **Final Invoice.** The Sub-recipient must submit its final invoice and request for reimbursement for the Project to the Department within 120 days after the Completion Date, or completion of the Project if earlier. Invoices submitted after the 120-day time period may not be paid.

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7. Provision of Subaward Funds.

a. Payments and Withholding. Subject to other provisions of this Agreement, the Department will reimburse the Sub-recipient for eligible project costs, up to the amount of the Maximum Federal Financial Assistance. Notwithstanding any other provision of this Agreement, the Department may elect by written notice not to make a payment if:

- i. The Department determines that the Sub-recipient has misrepresented a material fact in any documents submitted to obtain the subaward of federal funds made under this Agreement, or any document or data furnished with its application or pursuant to this Agreement;
- ii. There is any pending litigation with respect to the performance by the Sub-recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;
- iii. The Sub-recipient takes any action on the Project which, under this Agreement, requires the approval of the Department or makes a related expenditure or incurs related obligations without Department approval when required;
- iv. There has been any violation of the conflict of interest provisions contained in this Agreement; or
- v. The Department determines the Sub-recipient is otherwise in default under any provisions of this Agreement.

b. Reimbursement Basis. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes. Advance payment is authorized for this Agreement and **Exhibit B2, Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

c. Financial Consequences for Unsatisfactory Performance. If the Department determines that the performance of the Sub-recipient is unsatisfactory, the Department shall notify the Sub-recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Sub-recipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Sub-recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Sub-recipient will not be reimbursed to the extent of the non-performance. The Sub-recipient will not be reimbursed until the Sub-recipient resolves the deficiency. If the deficiency is subsequently resolved, the Sub-recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Sub-recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.

d. Florida Prompt Payment Law. The Sub-recipient should be aware of the following time frames.

- i. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.
- ii. If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Sub-recipient. The 40 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Sub-recipient requests payment. Invoices that have to

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be returned to the Sub-recipient because of Sub-recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. Offsets. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Sub-recipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

f. Appropriation Contingency. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of the federal financial assistance awarded to the Sub-recipient under this Agreement.

g. Multi-year Contracts. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

8. Records.

a. Project Records. The Sub-recipient shall establish for the Project, consistent with the Department's program guidelines/procedures and "Principles for State and Local Governments", 2 Code of Federal Regulations ("CFR") Part 225, separate accounts to be maintained within its existing accounting system or separate independent accounts ("Project Accounts"). The Sub-recipient shall charge to the Project Accounts all eligible costs of the Project except costs agreed to be borne by the Sub-recipient or its contractors and subcontractors. All costs recorded in the Project Accounts shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges.

b. Project Costs. Records of costs incurred under terms of this Agreement shall be maintained in the Project Accounts and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made for the applicable state fiscal year, or such longer period as may be required by applicable law. Copies of these documents and records shall be furnished to the Department and federal government of the United States upon request. Records of costs incurred include the Sub-recipient's general accounting records and the Project records, together with supporting documents and records of the Sub-recipient and all contractors and subcontractors performing work on the Project. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Reports. The Sub-recipient shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department or federal government of the United States may require, including those documents listed in **Exhibit A** to this Agreement. The Department may, at its discretion,

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require a progress report on a monthly basis. The progress report will include details of the progress of the Project towards meeting the requirements of the Agreement.

d. Federal Requirements. The Sub-recipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR Part 200, when applicable. In addition to the requirements of section 8, the Sub-recipient shall comply with the record retention requirements of 2 CFR 200.333, as amended or replaced from time to time.

e. Right-of-Way. For any project requiring additional right-of-way, the Sub-recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year. Upon completion of right-of-way activities on the Project, the Sub-recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project.

9.Audits. The administration of resources awarded through the Department to the Sub-recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Sub-recipient shall comply with all audit and audit reporting requirements as specified below:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and section 215.97 Florida Statutes, monitoring procedures may include but not be limited to on-site visits by Department staff, limited scope audits as defined by 2 CFR 200.425, and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Sub-recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Sub-recipient is appropriate, the Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. The Sub-recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Sub-recipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Sub-recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Sub-recipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit E, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the Department by this Agreement. In determining Federal awards expended in a fiscal year, the Sub-recipient must consider all sources of Federal awards, including Federal award resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503, as amended. An audit of the Sub-recipient conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR §200.514, will meet the requirements of this part.

ii. In connection with the audit requirements, the Sub-recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR §§200.508-512, as amended.

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iii. In the event the Sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Sub-recipient is exempt from Federal audit requirements for that fiscal year. However, the Sub-recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Sub-recipient's audit period for each applicable audit year. In the event the Sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Sub-recipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Sub-recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Sub-recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include, but are not limited to, the following:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient or more severe enforcement action by the Department;
- (b) Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the Federal award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- (e) Withhold further Federal awards for the Project or program;
- (f) Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Sub-recipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Sub-recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Sub-recipient directly to each of the following:

The Department at the following address:

Office of Comptroller, MS 24
 605 Suwannee Street

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Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Sub-recipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Sub-recipient in correspondence accompanying the reporting package.

c. The Sub-recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Sub-recipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Sub-recipient shall further permit access to all Project records by the Secretary and Inspector General of the federal government of the United States and the Comptroller General of the United States, or their designees.

d. The Sub-recipient shall permit, and shall require its contractors to permit, the Department's and federal government of the United States' authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10. Termination and Suspension.

a. **Generally.** If: (i) the Sub-recipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Sub-recipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Sub-recipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Sub-recipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

b. **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Sub-recipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and

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other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Sub-recipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Sub-recipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

11. Contracts of the Sub-recipient.

a. Approval Required. Except as otherwise authorized in writing by the Department, the Sub-recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. Consultant Services. The Sub-recipient acknowledges and agrees that any Project consultant contract for engineering, architecture or surveying services must be procured in compliance with the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112. At the discretion of the Department, the Sub-recipient will involve the Department in the consultant selection process for all applicable project agreements funded under this Agreement. In all cases, the Sub-recipient's attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. Compliance with Federal Requirements. The Sub-recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds. The Sub-recipient shall comply with and include the applicable provisions described in Appendix II to 2 CFR Part 200 —Contract Provisions for non-Federal Entity Contracts Under Federal Awards — in each contract it enters into for the Project.

d. Preference for State Residents. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project fifty (50) percent or more of the cost of the Project is to be paid from state-appropriated funds, the Sub-recipient must comply with the requirements of Section 255.099(1), Florida Statutes. However, for all Project work eligible for reimbursement with the federally funded subaward under this Agreement, this paragraph may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

e. Force Account Work, Indirect Costs.

If this box is checked, the Sub-recipient is permitted to utilize its own forces in performing the Project. If the Sub-recipient proceeds with any phase of the Project utilizing its own forces, the Sub-recipient will only be reimbursed for direct costs (this excludes general overhead).

If this box is checked, the Sub-recipient will seek reimbursement for indirect program expenses allowable under 2 CFR Par 200 (select one):

The Sub-recipient has elected to seek reimbursement from the Department for actual indirect expenses (no rate).

The Sub-recipient has elected to apply a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Sub-recipient

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chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.]

- The Sub-recipient has elected to apply a federally approved indirect cost rate based on a federally approved rate agreement.

f. Claims and Requests for Additional Work. The Sub-recipient shall have sole responsibility for resolving claims and requests for additional work for the Project. The Sub-recipient will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

g. The Sub-recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Sub-recipient. If lane or road closures are required by the Sub-recipient to ensure the life, health, and safety of the travelling public, the Sub-recipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project's structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in Sub-recipient's project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Sub-recipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

12. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Sub-recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. The Sub-recipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Sub-recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Project Property.

a. Federal Requirements. The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of 2 CFR Part 200.

b. Tangible Personal Property. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

c. Disposal. If the Sub-recipient disposes of any Project facility or equipment, acquired in whole or in part with the federal financial assistance provided under this Agreement, during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Sub-recipient will comply with the terms of 2 CFR Part 200 relating to property management standards. Except as otherwise provided in 2 CFR Part 200, the Sub-recipient agrees to remit to the Department a proportional amount of the proceeds from the disposal of such facility or equipment. Such proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment provided under this Agreement to the total cost of such facility or equipment. Sale of Project property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in

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advance by the Department. If any portion of the proceeds from the sale to the Sub-recipient are non-cash consideration, reimbursement to the Department shall include a proportional amount based on the value of the non-cash consideration. The Sub-recipient must remit such proportional amount to the Department within ninety (90) days after the official date of disposal. The terms of this paragraph shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items acquired, construed or installed with the proceeds of the subaward provided under this Agreement, except that the terms of this paragraph shall have unlimited duration with respect to real property acquired with the proceeds of the subaward provided under this Agreement.

14. Restrictions, Prohibitions, Controls, and Labor Provisions. During the performance of this Agreement, the Sub-recipient agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

a. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c. Certificates of Qualification. An entity or affiliate who has had its Department issued certificate of qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor or consultant may not submit a bid or perform work on a contract with the Sub-recipient, including the design, construction or repair of a public building or public work.

d. Code of Conduct. The Sub-recipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

e. Debarment and Suspension. The Sub-recipient must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Sub-recipient shall not enter into any arrangement to participate in the development or implementation of the Project with any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Sub-recipient will review the U.S. GSA System of Award Management at <https://www.sam.gov>. The Sub-recipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Sub-recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

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f. Human Trafficking. The Sub-recipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Sub-recipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

g. Unauthorized Aliens. The Department shall consider the employment by the Sub-recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Sub-recipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

h. Contract Work Hours and Safety Standards. Where applicable, all contracts funded under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

i. E-Verify. The Sub-recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Sub-recipient during the term of the Agreement; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term; and

iii. Adhere to requirements in section 448.095, Florida Statutes.

15. Indemnification and Insurance.

a. Indemnification. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Sub-recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Sub-recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Sub-recipient shall indemnify, defend, and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Sub-recipient and persons employed or utilized by the Sub-recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or Sub-recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Sub-recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement.

b. Sub-recipient Contracts. Sub-recipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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"The Sub-recipient's contractor/consultant shall indemnify, defend, and hold harmless the Sub-recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Sub-recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Sub-recipient's contractor/subconsultant to indemnify the Sub-recipient for the negligent acts or omissions of the Sub-recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Sub-recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties.

This indemnification shall survive the termination of this Agreement."

c. Workers' Compensation. The Sub-recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Sub-recipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Sub-recipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

d. General Liability. If the Sub-recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Sub-recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Sub-recipient elects to hire a contractor or consultant to perform the Project, then the Sub-recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Sub-recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Sub-recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

e. Railroad Protective Liability. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Sub-recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured

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and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

f. Utilities. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. General Federal Requirements. The Sub-recipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. Governing Regulations. In performing the Project, the Sub-recipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If applicable to the award of funds to the Sub-recipient pursuant to this Agreement, the Sub-recipient will comply with all applicable requirements of the current Federal Transit Administration Master Agreement. The Sub-recipient certifies that its procurement system complies with the requirements of this paragraph. The Sub-recipient agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement.

b. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Sub-recipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Sub-recipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Sub-recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-recipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Sub-recipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

c. Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Sub-recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the federal government issued thereunder. The Sub-recipient shall

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include the attached **Exhibit C, Title VI Assurances**, in all contracts with consultants and contractors performing work on the Project.

d. Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Sub-recipient will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

e. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Sub-recipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Sub-recipient pursuant thereto.

f. Federal Financial Assistance Policy to Ban Text Messaging While Driving. As used in this paragraph:

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

This section implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

The Sub-recipient should -

Adopt and enforce policies that ban text messaging while driving- (i) Sub-recipient-owned or -rented vehicles or government-owned vehicles; or (ii) Privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

Conduct initiatives in a manner commensurate with the Sub-recipient's size, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Sub-agreements/sub-contracts. The Sub-recipient shall insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that exceed the Federal Highway Administration micro-purchase threshold.

g. Integrity Certification. By signing this Agreement, the Sub-recipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Sub-recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Sub-recipient shall provide to the Department immediate written notice if at any time the Sub-recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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h. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property.

i. Certification of Restrictions on Lobbying Disclosure. The Sub-recipient certifies to the best of its knowledge and belief that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Sub-recipient, to any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Sub-recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Sub-recipient acknowledges that the certifications made in this section are material representations of fact upon which the Department is relying in entering into this Agreement.

The Sub-recipient shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

j. Buy America. The Sub-recipient agrees to comply and require its consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act regarding the use of steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The Sub-recipient shall ensure that all manufacturing processes for this material occur in the United States.

k. Federal Certification and Assurances; Execution and Incorporation. The Sub-recipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

l. Environmental Regulations. Execution of this Agreement constitutes a certification by the Sub-recipient that the Project will be carried out in accordance with all applicable environmental regulations including the securing of any applicable permits. The Sub-recipient will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith. Without limiting the generality of the foregoing, in connection with the Project, the Sub-recipient will not use any facilities that are in violation of the Clean Air Act or the Federal Water Pollution Control Act, will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities", will report the use of prohibited facilities to the Federal Transit Administration and the Regional U.S. EPA Office, and shall comply with Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and the requirements of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 - 1377.

m. Performance Evaluations (2 CFR 200.331). Subrecipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the monitoring and risk process. Evaluations are submitted to the Sub-recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Sub-recipient no more than 30 days after project close out.

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17. Miscellaneous Provisions.

a. Compliance with Conditions and Laws. The Sub-recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

b. Compliance with Public Records Laws. The Sub-recipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the Sub-recipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Sub-recipient must take appropriate action as required by Chapter 119, Florida Statutes. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Sub-recipient, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

c. Prohibited Interests. The Sub-recipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Sub-recipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Sub-recipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Sub-recipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Sub-recipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Sub-recipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Sub-recipient and an agency of state government.

d. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

e. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Sub-recipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

f. Relationship of Parties. The Sub-recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

g. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Sub-recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Sub-recipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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i. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained in this Agreement, unless the omission of the invalid or unenforceable provision would cause this Agreement to violate any applicable law or fail its fundamental purpose.

k. **Bonus or Commission.** By execution of the Agreement the Sub-recipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

l. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following addresses:

Contact Names and Addresses:

Sub-recipient: Jacksonville Port Authority
Address: 2831 Talleyrand Avenue
Jacksonville, Florida 32206

Contact Name: Senior Finance & Budget Administrator
Contact Telephone: (904) 357-3081

Florida Department of Transportation
Address: 2198 Edison Avenue
Jacksonville, Florida 32204-2730

Contact Name: FDOT District 2 Seaport Coordinator
Contact Telephone: (904) 360-5693

m. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

n. **JURY TRIAL WAIVER. THE SUB-RECIPIENT AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

o. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

p. **State Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

q. **Inspector General Cooperation.** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

r. **Agreement not Assignable.** The Sub-recipient may not assign any of its rights or obligations under this Agreement.

s. **Amendments.** This Agreement may not be amended, except by a writing signed by both Parties.

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18. Exhibits.

Exhibits: The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- Exhibit B2: Advance Payment Financial Provisions
- Exhibit C: Title VI Assurances
- Exhibit D: Sub-recipient Resolution
- Exhibit E: Federal Financial Assistance (Single Audit Act)
- Exhibit F: Project Invoice Form
- Exhibit G: Program Guidelines
- Exhibit H: Response Spending Plan
- Exhibit I: Quarterly Project and Expenditure Report
- Exhibit J: Contract Payment Requirements
- *Additional Exhibit(s)

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

[signatures on following page]

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

SUB-RECIPIENT Jacksonville Port Authority STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: Authorized Official or James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Sub-recipient's project to provide context, description of project components funded via this Agreement (if not the entire project)):

As described in **Exhibit G, Program Guidelines**, the Sub-recipient is part of a group that has experienced negative economic impacts after January 27, 2020 (i.e., the beginning of the COVID-19 public health emergency). This Agreement uses Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide a substantial infusion of fiscal resources to immediately stabilize the Sub-recipient and provide working capital to lay the foundation for a strong and equitable recovery.

Disbursement and documentation procedures are listed in **Exhibit G, Program Guidelines**.

B. Project Location (limits, city, county): Jacksonville, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size):

Allowable costs are outlined in **Exhibit G, Program Guidelines**.

D. Deliverable(s): The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Sub-recipient.

E. Unallowable Costs (including but not limited to): Unallowable costs are outlined in **Exhibit G, Program Guidelines**. Additionally, travel cost are unallowable costs.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE SUB-RECIPIENT AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449497-1-84-22	ARPA	085152	2022	780003	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$13,716,224
Total Financial Assistance							\$13,716,224

B. Estimate of Project Costs:

Project Costs*	State	Local	Federal	Totals	State %	Local %	Federal %
Working Capital	\$0	\$0	\$13,716,224	\$13,716,224	0	0	100
Totals	\$0	\$0	\$13,716,224	\$13,716,224	0	0	100

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Justin Ryan

 Department Grant Manager Name

Signature _____ Date _____

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EXHIBIT B2

ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The Department may advance an amount of \$ 13,716,224.
2. The advance payment may not be released before the execution of this Agreement and/or before the fiscal year the project funding is in the Department's Adopted Work Program.
3. The Sub-recipient will submit an invoice for the advanced amount.
4. The advanced amount, including interest earnings, must be accounted for separately from other funds of the Sub-recipient.
5. The Sub-recipient shall invoice the Department monthly for costs incurred. The amount advanced, plus interest earnings shall be deducted.
6. Any unexpended funds, including applicable interest, remaining at the conclusion/termination of the Agreement shall be returned to the Department within 40 days of the completion/termination of the project.

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EXHIBIT C

TITLE VI ASSURANCES

- 1. Certification.** Execution of this Contract constitutes a certification that the Consultant / Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the U.S. Department of the Treasury issued thereunder. The Consultant / Contractor shall include this Exhibit C, Title VI Assurances, in all contracts with sub-consultants and sub-contractors performing work on the Project.
- 2. Civil Rights Compliance.** The Consultant / Contractor is a subrecipient of Federal financial assistance from the U.S. Department of the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

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**EXHIBIT D
SUB-RECIPIENT RESOLUTION**

PLEASE SEE ATTACHED

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 21.027

CFDA Title: Coronavirus State and Local Fiscal Recovery Funds

***Award Amount:** \$13,716,224

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: _____

****Award is for R&D:** No

*The federal award amount may change with amendments.

**Research and Development as defined at §200.87, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsr.gov

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EXHIBIT F

PROJECT INVOICE FORM

Sub-recipient Name: Jacksonville Port Authority	Address: 2831 Talleyrand Avenue City, State, Zip: Jacksonville, Florida 32206
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Bill To: Florida Department of Transportation	Invoice No.:	to	FM Number: 449497-1-84-22
	Invoice Period:		Allowable Cost:
	Contract No.:		FDOT Grant Amount: \$13,716,224
Project: Coronavirus State Fiscal Recovery Funds			

Project Cost	Total FDOT Grant Amount by Compensation Type	Total Previous Amount Paid for FDOT Grant	Current Invoice Amount Requested for FDOT Grant	Remaining FDOT Grant Balance
Previously Incurred Cost (March 3, 2021, thru Submittal Date of Response Spending Plan)	\$	\$	\$	\$ 0.00
Planned Cost (to be incurred within 90 Days of Response Plan Submittal Date)	\$	\$	\$	\$ 0.00
Totals:	\$	\$	\$	\$ 0.00

Note: The cost and amounts shown on this invoice form are reflective of the values shown in the Agreement, Exhibit "B", Schedule of Financial Assistance.

SUB-RECIPIENT DESIGNATED REPRESENTATIVE

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Sub-recipient Representative Printed Name *

Title

Signature *

Date

* Only the Seaport Sub-recipient or Designated Representative may sign this form. A non-seaport employee (e.g., consultant) cannot sign this form.

For information regarding this invoice, please contact (Name, Phone No.):

Distribution: Project File

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EXHIBIT G

PROGRAM GUIDELINES

1. **Goal.** The American Rescue Plan Act (ARPA) provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers.¹
2. **Mission.** The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Program provides a substantial infusion of resources to communities working to turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.²
3. **Purpose.** To use Coronavirus SLFRF to respond to the negative economic impacts of the COVID-19 public health emergency, by providing a substantial infusion of fiscal resources to immediately stabilize sub-recipient Florida seaports for negative economic impacts experienced by those sub-recipients and provide working capital to lay the foundation for a strong and equitable national recovery.
4. **Roles and responsibilities.**
 - a. **Recipient.** The State of Florida is the recipient of SLFRF Program funds.
 - b. **Sub-recipient.** Florida's Chief Financial Officer transfers SLFRF Program funds to the Florida Department of Transportation (Department), a sub-recipient.³
 - c. **Sub-recipient.** The Department transfers SLFRF Program funds to fourteen (14) sub-recipient Florida seaports, members of a group, who experienced negative economic impacts after January 27, 2020.⁴
5. **Pre-award data demonstrating negative economic impact and equitable response.** Florida has fourteen (14) active deep-water seaports, with business operations that generate operating revenues and operating expenses. Interim Final Rule RIN 1505-AC77, published in the Federal Register on May 17, 2021, by the United States Department of Treasury, provides guidance and standardized methodology for the calculation of negative economic impacts. This standardized methodology includes four steps:
 - a. **Step 1.** Identify revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the base year revenue.
 - i. End date of last full fiscal year before January 27, 2020 (month day, year): September 30, 2019
 - ii. Last full fiscal year (year): 2019
 - iii. Base Revenues collected in last full fiscal year (amount): See Table 1.
 - b. **Step 2.** Estimate counterfactual revenue, which is equal to base year revenue * [(1 + growth adjustment) ^(n/12)], where *n* is the number of months elapsed since the end of the base year to the calculation date, and growth adjustment is the greater of 4.1 percent and the sub-recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency.

¹ U.S. Department of the Treasury. (05/17/2021). Interim Final Rule [IFR] RIN 1505-AC77, Coronavirus State and Local Fiscal Recovery Funds. Federal Register, Vol. 86, No. 93: p. 26787.

² U.S. Department of the Treasury. (2021). Recipient Compliance and Reporting Responsibilities (07/01/2021), <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>.

³ Chapter 2021-36 Laws of Florida (Senate Bill No. 2500) authorizes the Chief Financial Officer and the Department to transfer SLFRF Program funds.

⁴ U.S. Department of the Treasury. (06/24/2021). Coronavirus State and Local Fiscal Recovery Funds, Frequently Asked Questions. Section 2.17 states: "... the recipient need only demonstrate that the [entity] is within the population or group that experienced a negative economic impact. ..." And, January 27, 2020, is the beginning of the federal COVID-19 public health emergency.

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- i. Sub-recipient's average annual revenue growth in the three full fiscal years prior to the public health emergency (i.e., last full fiscal year before January 27, 2020): See Table 2.
 - ii. Determine if sub-recipient's average annual revenue growth is greater than 4.1 percent. Use the greater percentage to calculate counterfactual revenue: See Table 3.
 - iii. End of the base year (month day, year): September 30, 2019
 - iv. Calculation date (month day, year): December 31, 2020
 - v. Number of months elapsed since the end of the base year to the calculation date (i.e., December 31, 2020): n = 15 months
 - vi. Calculate counterfactual revenue: Base Revenues * ((1+ _____% growth) ^ (15 / 12)) = \$ _____
- c. **Step 3.** Identify actual revenue, which equals revenues collected over the past twelve months (e.g., January 2020 to December 2020) as of the calculation date (i.e., December 31, 2020).
- i. Twelve-month collection period (month, year to month, year): January 2020 to December 2020
 - ii. Calculate actual revenues collected over the past twelve months as of the calculation date.
 - iii. Actual revenue collected during twelve-month period (amount): See Tables 4 and 5.
- d. **Step 4.** The extent of the reduction in revenue is equal to counterfactual revenue less actual revenue. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.
- i. Counterfactual revenue (amount): See Tables 4, 5 and 6.
 - ii. Actual revenue collected during twelve-month period (amount): See Tables 4 and 5.
 - iii. Extent of the reduction in revenue (amount): See Tables 4, 5 and 6.
- e. **Tables.** The tables below contain the inputs and outputs outlined in United States Department of the Treasury's standardized methodology for the calculation of negative economic impacts.

Table 1. Base Business Revenues Collected in Last Full Fiscal Year

District	Seaport	Base Revenues (Fiscal Year 2019)
1	Manatee	\$18,952,000
2	Fernandina	\$429,127
2	Jaxport	\$67,533,000
3	Panama City	\$14,417,784
3	Pensacola	\$2,400,834
3	St. Joe	\$93,993
4	Everglades	\$170,744,938
4	Fort Pierce	\$221,570
4	Palm Beach	\$18,382,377
5	Canaveral	\$106,511,432
6	Miami	\$165,591,730
6	Key West	\$5,981,425
7	St. Pete	\$293,823
7	Tampa Bay	\$65,161,830

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Table 2. Average Annual Business Revenue Growth

District	Seaport	Growth 1 (2016 to 2017)	Growth 2 (2017 to 2018)	Growth 3 (2018 to 2019)	Average Annual Revenue Growth
1	Manatee	14.90%	15.57%	19.44%	16.64%
2	Fernandina	-11.78%	-73.56%	-0.80%	-28.72%
2	Jaxport	-0.66%	15.32%	0.88%	5.18%
3	Panama City	-4.41%	4.43%	-3.77%	-1.25%
3	Pensacola	-34.20%	18.95%	90.60%	25.12%
3	St. Joe*	100.00%	-27.33%	-13.89%	19.59%
4	Everglades	-0.53%	3.87%	1.64%	1.66%
4	Fort Pierce	0.00%	0.00%	132.74%	44.25%
4	Palm Beach	3.16%	10.35%	-2.96%	3.52%
5	Canaveral	9.13%	9.04%	4.72%	7.63%
6	Miami	15.91%	-6.49%	6.20%	5.21%
6	Key West	22.02%	22.33%	24.73%	23.03%
7	St. Pete	-34.09%	191.19%	14.33%	57.14%
7	Tampa Bay	9.27%	11.06%	9.11%	9.82%

*Note: Port of Port St. Joe fiscal year 2016 reported revenues were a nominal \$725.00, and fiscal year 2017 reported revenues were \$150,197.00. Growth between 2016 and 2017 was set to 100%.

Table 3. Comparison of Average Annual Business Revenue Growth to National Average Growth

District	Seaport	Average Annual Business Revenue Growth	National Average Growth	Greater percentage
1	Manatee	16.64%	4.1%	16.64%
2	Fernandina	-28.72%	4.1%	4.1%
2	Jaxport	5.18%	4.1%	5.18%
3	Panama City	-1.25%	4.1%	4.1%
3	Pensacola	25.12%	4.1%	25.12%
3	St. Joe	19.59%	4.1%	19.59%
4	Everglades	1.66%	4.1%	4.1%
4	Fort Pierce	44.25%	4.1%	44.25%
4	Palm Beach	3.52%	4.1%	4.1%

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5	Canaveral	7.63%	4.1%	7.63%
6	Miami	5.21%	4.1%	5.21%
6	Key West	23.03%	4.1%	23.03%
7	St. Pete	57.14%	4.1%	57.14%
7	Tampa Bay	9.82%	4.1%	9.82%

Table 4. Extent of the Reduction in Business Revenue, National Average Growth

District	Seaport	National Average Growth	Counterfactual Revenue, National Average Growth, Jan 1, 2020 thru Dec 31, 2020	12-month collection period (Jan 2020 to Dec 2020)	Extent of the Reduction in Business Revenue, National Average Growth*
1	Manatee	4.1%	\$19,928,217.73	\$18,086,638	-\$1,841,579.73
2	Fernandina	4.1%	\$451,231.34	\$251,676	-\$199,555.34
2	Jaxport	4.1%	\$71,011,625.59	\$58,216,228	-\$12,795,397.59
3	Panama City	4.1%	\$15,160,444.22	\$15,625,479	\$0
3	Pensacola	4.1%	\$2,524,500.99	\$2,973,761	\$0
3	St. Joe	4.1%	\$98,834.58	\$2,240	-\$96,594.58
4	Everglades	4.1%	\$179,540,011.68	\$121,279,131	-\$58,260,880.68
4	Fort Pierce	4.1%	\$232,982.74	\$630,593	\$0
4	Palm Beach	4.1%	\$19,329,253.45	\$15,278,414	-\$4,050,839.45
5	Canaveral	4.1%	\$111,997,837.06	\$44,557,804	-\$67,440,033.06
6	Miami	4.1%	\$174,121,361.88	\$109,534,558	-\$64,586,803.88
6	Key West	4.1%	\$6,289,528.27	\$2,731,225	-\$3,558,303.27
7	St. Pete	4.1%	\$308,957.83	\$759,597	\$0
7	Tampa Bay	4.1%	\$68,518,316.60	\$53,132,186	-\$15,386,130.60

*Note: If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero (\$0).

Table 5. Extent of the Reduction in Business Revenue, Average Annual Revenue Growth

District	Seaport	Average Annual Revenue Growth	Counterfactual Revenue, Average Growth, Jan 1, 2020 thru Dec 31, 2020	12-month collection period (Jan 2020 to Dec 2020)	Extent of the Reduction in Business Revenue, Average Annual Revenue Growth*
1	Manatee	16.64%	\$22,972,202.02	\$18,086,638	-\$4,885,564.02
2	Fernandina	-28.72%	\$281,080.60	\$251,676	-\$29,404.60
2	Jaxport	5.18%	\$71,932,451.51	\$58,216,228	-\$13,716,223.51
3	Panama City	-1.25%	\$14,192,965.03	\$15,625,479	\$0

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3	Pensacola	25.12%	\$3,176,933.87	\$2,973,761	-\$203,172.73
3	St. Joe	19.59%	\$117,553.76	\$2,240	-\$115,313.76
4	Everglades	1.66%	\$174,293,557.54	\$121,279,131	-\$53,014,426.54
4	Fort Pierce	44.25%	\$350,263.05	\$630,593	\$0
4	Palm Beach	3.52%	\$19,194,320.83	\$15,278,414	-\$3,915,906.83
5	Canaveral	7.63%	\$116,762,880.18	\$44,557,804	-\$72,205,076.18
6	Miami	5.21%	\$176,435,597.69	\$109,534,558	-\$66,901,039.69
6	Key West	23.03%	\$7,750,079.94	\$2,731,225	-\$5,018,854.94
7	St. Pete	57.14%	\$516,955.85	\$759,597	\$0
7	Tampa Bay	9.82%	\$73,253,074.84	\$53,132,186	-\$20,120,888.84

*Note: If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero (\$0).

Table 6. Extent of Reduction in Business Revenue, Comparison

District	Seaport	Extent of the Reduction in Business Revenue, National Average Growth*	Extent of the Reduction in Business Revenue, Average Annual Revenue Growth*	Extent of the Reduction in Business Revenue*
1	Manatee	-\$1,841,579.73	-\$4,885,564.02	-\$4,885,564.02
2	Fernandina	-\$199,555.34	-\$29,404.60	-\$199,555.34
2	Jaxport	-\$12,795,397.59	-\$13,716,223.51	-\$13,716,223.51
3	Panama City	\$0	\$0	\$0
3	Pensacola	\$0	-\$203,172.73	-\$203,172.73
3	St. Joe	-\$96,594.58	-\$115,313.76	-\$115,313.76
4	Everglades	-\$58,260,880.68	-\$53,014,426.54	-\$58,260,880.68
4	Fort Pierce	\$0	\$0	\$0
4	Palm Beach	-\$4,050,839.45	-\$3,915,906.83	-\$4,050,839.45
5	Canaveral	-\$67,440,033.06	-\$72,205,076.18	-\$72,205,076.18
6	Miami	-\$64,586,803.88	-\$66,901,039.69	-\$66,901,039.69
6	Key West	-\$3,558,303.27	-\$5,018,854.94	-\$5,018,854.94
7	St. Pete	\$0	\$0	\$0
7	Tampa Bay	-\$15,386,130.60	-\$20,120,888.84	-\$20,120,888.84
Total				-\$245,677,409.13

*Note: If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero (\$0).

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Table 7. Negative Economic Impact, January through December 2020

District	Seaport	Negative Economic Impact
1	Manatee	-\$4,885,564.02
2	Fernandina	-\$199,555.34
2	Jaxport	-\$13,716,223.51
3	Panama City	\$0
3	Pensacola	-\$203,172.73
3	St. Joe	-\$115,313.76
4	Everglades	-\$58,260,880.68
4	Fort Pierce	\$0
4	Palm Beach	-\$4,050,839.45
5	Canaveral	-\$72,205,076.18
6	Miami	-\$66,901,039.69
6	Key West	-\$5,018,854.94
7	St. Pete	\$0
7	Tampa Bay	-\$20,120,888.84
Total		-\$245,677,409.13

f. Equitable response, negative economic impact to Florida seaport communities. As outlined above, Florida's fourteen (14) active deep-water seaports are members of a group, who experienced significant negative economic impacts after January 27, 2020. For the majority, the federal guidance and standardized methodology for the calculation of negative economic impacts illustrates the significant fiscal impact of the pandemic related economic fallout. For other seaports without directly quantifiable impacts, the economic fallout is more observable by impacts to the broader local and regional economies.

As illustrated by Figure 1, Florida's seaports are geographically disbursed, and all contribute to local and regional economies. As described below, stabilizing, and investing in Florida seaports will lay the foundation for a strong national recovery by catalyzing broader economic recovery and rebuilding. To catalyze a broader and more equitable response, minimum allocation amounts have been established, and listed in Table 8.

Table 8. Sub-recipient Allocation Amount, Coronavirus State and Local Fiscal Recovery Funds

District	Sub-recipient	Allocation Amount
1	Manatee	\$4,885,564
2	Fernandina	\$806,772
2	Jaxport	\$13,716,224
3	Panama City	\$806,772
3	Pensacola	\$806,772

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3	St. Joe	\$806,772
4	Everglades	\$58,260,881
4	Fort Pierce	\$806,772
4	Palm Beach	\$4,050,839
5	Canaveral	\$72,205,076
6	Miami	\$66,901,040
6	Key West	\$5,018,855
7	St. Pete	\$806,772
7	Tampa Bay	\$20,120,889
Total		\$250,000,000

Figure 1. Florida's Active Deep-Water Seaports



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6. Performance metric.

- a. Sub-recipient.** Florida has fourteen (14) deep-water seaports, with business operations that generate operating revenues and operating expenses. As outlined in Section 5, Florida's seaports are members of a group, who experienced negative economic impacts after January 27, 2020.
- b. Problem.** Since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans.⁵ As global social distancing became a necessity, transportation sharply reduced, including the movement of cargo and passengers at both domestic and international seaports. Florida seaports have been affected by required closures and resulting economic fallout both domestically and internationally.

Florida seaports have business operations that generate operating revenues and operating expenses. Business revenues are tied to the movement of passengers, cargo, customer service fees, and customer lease agreements. Domestically, from March 2020 through June 2021, business revenues from the movement of passengers declined nearly -100.0% for some seaports. For calendar year 2020, Florida saw a -39.3% drop in visitors (or -51.669 million fewer) compared to the prior year, which significantly reduced demand for cargo imports from Florida seaports.⁶ Internationally, world travel to Atlantic, Caribbean, Gulf of Mexico and Latin American destinations also declined sharply, which reduced demand for cargo originating from Florida seaports.

As of July 2021, required full closures for some seaport activities lasted from March 2020 through June 2021 (15 months of negative economic impacts), with partial reopening occurring in late-June 2021. As outlined in Table 7, for the period of January 2020 through December 2020, the total negative economic harm experienced by Florida seaports exceeds \$245.6 million dollars.

- c. Immediate effects of the problem and how the effects may manifest over time.** Florida's seaports are economic engines for the United States economy that create primary, secondary and tertiary economic activities throughout the nation. In Florida alone, seaports have a \$117.6 billion positive economic impact and account for more than 900,000 direct and indirect jobs.

Florida seaports have business operations that generate operating revenues. The overwhelming majority of operating revenues are utilized for the expansion or upgrading of tourism, transportation, and hospitality facilities. New seaport facilities often last for 30 or more years, and result in multi-generational impacts for Americans. For every \$1.00 dollar invested in Florida seaports, there is nearly a \$7.00 dollar return on investment (or 7:1 ROI) to the United States economy.

As described above, Florida seaports business operations have been affected by required closures and resulting economic fallout both domestically and internationally, which has resulted in economic harms arising from reductions in operating revenues. Immediate effects of the economic harm resulted in delaying expansion or upgrading projects, delaying non-critical maintenance, and reducing work forces.

In general, in early calendar year 2020, the world was uncertain how long the pandemic and related social distancing would continue. By the end of March 2020, Florida seaports were developing business operation scenarios based on projected reopening and recovery timeframes. A range of projections had reopening occurring in July 2020, while more conservative projections planned for twelve months (through February 2021) of required closures. As of July 2021, required full closures for some seaport activities lasted from March 2020 through June 2021 (15 months of negative economic impacts), with partial reopening occurring in late-June 2021.

Generally, in order to cut business expenses, seaports first delayed expansion or upgrading projects that were not already under contract. As described above, seaport investments have a significant (7:1 ROI) and

⁵ U.S. Department of the Treasury, *supra* note 1, p. 26786.

⁶ Visit Florida. (2021). Florida Visitor Estimates (07/09/2021), <https://www.visitflorida.org/resources/research/>.

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long-term (≥30 year) positive impact on the United States economy. Delaying a project for a year, is a year that the United States economy does not benefit from the multiplied (7x) positive economic impacts of a given project. Despite sharply declining business revenues and uncertainties in future business cash flow, some expansion or upgrading projects continued, some of which were goodwill projects to keep the economy of the United States moving forward. These continuing projects have further eaten away any business operating revenues and the long-term fiscal ability of seaports to recover.

Early on, seaports remained hopeful that business would return to normal, keeping full payrolls of staff ready for their doors to reopen to returning customers. In addition, the seaport industry is complex, and training staff for most entry-level positions takes an average of six to nine months. In other words, if a new business owner wanted to open their doors to customers, at a minimum, they would need to hire and train entry-level staff during the preceding six months leading up to the first day of customer service delivery.

Delaying maintenance of seaport facilities located in a corrosive saltwater environment, manifests over time in terms of both costs and duration of time a facility may need to be taken out of service to customers. Long-term increased maintenance costs reduce funding available to complete other business investments, which reduces overall economic activity. Increasing the duration of time in which a facility is out of service reduces the national economic activity associated with the facility being in service.

Despite the economic fallout from the pandemic and documented economic harms Florida seaports have experienced, Florida seaports have continued to contribute to the national economy by maintaining primary jobs, creating secondary jobs across their regions, and keeping their doors open to a significantly reduced customer base. They have also continued to complete critical maintenance projects to prevent facilities from failing pre-maturely and to maintain readiness for returning customers once the nation reopened. These investments in the United States economy have resulted in 'bleeding' of business expenses during a period of significant reductions in customers and resulting significant declines in business revenues.

Finally, as described above, Florida's seaports are economic engines for the United States economy. Stabilizing Florida seaports is a critical need for the United States and will lay the foundation for a strong national recovery by catalyzing broader economic recovery and rebuilding. Because of their significant economic impact, delaying recovery of Florida seaports will manifest over time as delayed national recovery.

- d. **Use of funding.** To use SLFRF Program funds to provide a substantial infusion of fiscal resources to immediately stabilize sub-recipients for economic harms experienced by those sub-recipients and provide working capital to lay the foundation for a strong and equitable recovery.
- e. **How the use addresses the need or responds to the identified need.** Sub-recipient seaports have experienced significant economic harms due to the pandemic and need to be immediately stabilized with a substantial infusion of fiscal resources. The Department will address the identified need by providing a substantial infusion of fiscal resources to immediately stabilize sub-recipients and provide working capital to lay the foundation for a strong and equitable recovery.
- f. **Evidenced-based intervention.** SLFRF Program funds will be used as an intervention to provide a substantial infusion of fiscal resources. Evaluation of program outcomes will use preliminary evidence via tracking program sub-recipient statistics and measuring sub-recipient responses at the end of the program. Sub-recipient statistics will be collected for sub-recipient fiscal years 2016 through 2019, which includes the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), to establish a performance baseline and pre-pandemic trend. Statistics will be collected annually for sub-recipient fiscal years 2020 through 2026, to monitor annual progress and measure sub-recipient responses at the end of the program. Variables that will be collected, monitored and used to measure sub-recipient responses at the end of the program, include: direct jobs, operating revenues, operating expenses, total cargo tonnage, and total passenger movements. Table 9 illustrates how data will be collected to evaluate program outcomes. Sub-recipients will report data in their respective Quarterly Project and Expenditure Reports.

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Table 9. Variables Collected to Measure Sub-recipient Responses

Sub-recipient Fiscal Year	Direct Jobs	Operating Revenues	Operating Expenses	Total Cargo Tonnage	Total Passenger Movements
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					

7. **Allowable and unallowable cost.** The Interim Final Rule (IFR) RIN 1505-AC77, published in the Federal Register on May 17, 2021, by the United States Department of Treasury, provides examples of allowable and unallowable uses of fiscal recovery funds.⁷
- a. **Allowable costs.** Example eligible uses that are applicable to sub-recipients, are grouped into categories and listed in Table 10. Allowable costs do not have to be COVID-19 related; however, sub-recipients will have to report how SLFRF Program funds are used to respond to negative economic impacts or lay the foundation for a strong and equitable recovery.

Table 10. Allowable Costs

Category	Description	Source
Job Training	Job training to accelerate rehiring of unemployed workers.	IFR 26794
Cash Transfers to Employees	A cash transfer program may focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic. Cash transfers must be reasonably proportional to the negative economic impact they are intended to address.	IFR 26794
Survivor Benefits	Survivor’s benefits to surviving family members of COVID–19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID–19 victims.	IFR 26794

⁷ Title 2 Code of Federal Regulations, Sections 200.420 - 200.476, list General Provisions for Selected Items of Cost, including allowable and unallowable costs. For example, Section 200.423 explicitly states: Costs of alcoholic beverages are unallowable.

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Operating Expenses	Payroll and benefits expenses, costs to retain employees, mortgage, rent, utilities expenses, and other operating expenses (e.g., maintenance of infrastructure, modernization of cybersecurity (hardware, software), environmental remediation, educational services, and provision safety services).	IFR 26794, 26795 and 26801
Biological Incident, Physical and Operational Changes	Costs to implement biological prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions.	IFR 26789 and 26790
Vaccination, Testing and Tracing	COVID-19 vaccination, testing, or contact tracing programs.	IFR 26790, 26795 and 26821
Business Planning	Technical assistance, counseling, or other services to assist with business planning needs.	IFR 26795
Rehiring Cost	Including payroll, covered benefits, and other costs associated with rehiring staff, up to the pre-pandemic staffing level.	IFR 26795
Personal Protective Equipment	Provision of masks or personal protective equipment.	IFR 26789, 26795 and 26821
Reopening Plans	Consultation with infection prevention professionals to develop safe reopening plans.	IFR 26795
Capital Expenditures (Facility Expansions or Upgrades)	Expansion or upgrade (maintenance of infrastructure) of tourism, transportation, and hospitality facilities.	IFR 26795 and 26801

- b. Unallowable costs.** The Interim Final Rule (IFR) RIN 1505-AC77, published in the Federal Register on May 17, 2021, by the United States Department of Treasury, specifically list major types of unallowable cost which are referenced in Table 11. In addition, allowable cost that have previously been reimbursed or subsidized from other non-subrecipient sources are unallowable costs.

Table 11. Unallowable Costs

Category	Description	Source
Reserves	Direct contributions to rainy day funds and similar financial reserves.	IFR 26796 and 26801
Debt Service	Payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs incurred prior to March 3, 2021.	IFR 26796 and 26801
Non-federal match	Funds are subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.	IFR 26811

- 8. Disbursement and documentation procedures.** Due to documented economic harms experienced by sub-recipients, sub-recipients lack sufficient working capital, and therefore, substantial infusion of fiscal resources

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will occur as cash transfers on a working capital advance basis (i.e., Advance Payment(s)).⁸ Total cash transfers to each sub-recipient will be equal to or less than the Maximum Federal Financial Assistance amount, listed in **Exhibit B, Schedule of Financial Assistance**.

- a. **Grant agreement.** The Department enters into grant agreements with each of the fourteen (14) individual sub-recipient seaports.
- b. **Response spending plan.** Prior to submitting a first invoice, sub-recipients must utilize the template included in **Exhibit H, Response Spending Plan**, to develop and submit a response spending plan to the Department. The response spending plan will outline how SLFRF Program funds disbursed through a first invoice will be used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.
- c. **First invoice.** Sub-recipients will use **Exhibit F, Project Invoice Form**, to submit invoices. For the first invoice, sub-recipients may invoice the Department for an amount equal to or less than 50% of the respective amount listed in **Exhibit B, Schedule of Financial Assistance**.⁹ The first invoice amount must also be equal to or less than the allowable costs incurred on or after March 3, 2021, through the invoice date. The first invoice amount must also be equal to or less than the planned allowable expenditures for 90 days after the invoice date (i.e., 90-days of working capital). The first invoice amount must also be equal to or less than the total amount listed in an approved response spending plan.
- d. **Transfer and deposit.** Funds are disbursed as advance payments to sub-recipient. Sub-recipients deposit funds into a dedicated (i.e., non-comingling), interest generating account.¹⁰
- e. **Package of supporting documentation.** On or within 90 days of the first or most recent invoice disbursement date, sub-recipients submit an electronic supporting documentation package to the Department.¹¹
 - i. **Cover sheet.** The package will contain a cover sheet, which lists allowable costs by category (see Table 10) incurred on or after March 3, 2021.¹² The cover sheet will itemize allowable costs by category and calculate a total allowable cost. The sub-recipient will report, and list interest earned as of the documentation date and subtract this amount from the total allowable cost to establish a grand total. The sub-recipient will then list the balance of SLFRF held in the interest generating account and subtract the grand total of allowable costs incurred, to establish a reported SLFRF remaining balance. If the grand total of allowable costs incurred exceeds the balance of transferred SLFRF funds, this should be represented and reported as a negative SLFRF remaining balance.
 - ii. **Package.** The cover sheet will be followed by a current bank statement for the interest generating account and detailed documentation to support the allowable costs reported in the cover sheet. The package will include one or more tables which list and summarize expenditures (i.e., invoice or purchase order number and date; vendor name; service dates; dollar amount) in the order the supporting documentation appears in the package.¹³ The package must include tabs and organize supporting

⁸ See 2 CFR § 200.305(b)(4). Determination: The pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, and therefore the pass-through entity may provide cash on a working capital advance basis.

⁹ Per U.S. Department of the Treasury SLFRF transfer methodology, "substantial infusion" of fiscal resources has occurred as Tranches (e.g., 50% of the recipient's allocated amount).

¹⁰ Note: Subsequent transfers must be placed into the same dedicated sub-recipient account.

¹¹ Note: Disbursement dates are listed on Florida Department of Financial Services' Florida Accountability Contract Tracking System (FACTS), available on the web at: <https://facts.fdfs.com/>

¹² Note: For subsequent packages (i.e., second package and beyond) sub-recipients will not include cost or supporting documentation which have been included or documented in previous packages.

¹³ Note: Expenditure summary tables should allow the Department to conduct an expedited review of included supporting documentation.

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documentation by allowable costs category. The final tab and component of the package is an updated response spending plan.

- iii. **Response spending plan.** If an SLFRF remaining balance is reported, the Sub-recipient describes in detail and supported by an itemization of allowable costs by category, how the remaining balance will be spent down to achieve a zero balance within 90 days of the supporting documentation package submittal date. The itemization of anticipated allowable costs by category may exceed the reported SLFRF remaining balance. The response spending plan must be reasonable and achievable.
 - iv. **Transferring funds from account.** On or after the supporting documentation package submittal date, the Sub-recipient may transfer from the interest generating account: the reported interest earned, and the reported grand total of allowable costs incurred. The Sub-recipient does not need approval from the Department to transfer funds.
- f. **Subsequent invoice(s).** On or after the most recently submitted documentation package submittal date, Sub-recipients may submit an invoice to the Department once either of the following criteria have been met:
- i. **Exhausted all previously advanced funds.** The Sub-recipient has exhausted (or spent down) previously advanced SLFRF funds. For administrative convenience, the Department will consider previously advanced SLFRF funds to be exhausted, if the SLFRF remaining balance reported is equal to or less than reported interest earned during the covered period. If applicable, the invoice amount must first include an amount equal to the negative SLFRF remaining balance reported and documented in the most recently submitted package of supporting documentation. Since supporting documentation has already been submitted for this amount, this amount should be clearly demarcated separately in the invoice package as "Previously Incurred Cost."

The sub-recipients may also invoice an amount equal to or less than 50% of the respective amount listed in **Exhibit B, Schedule of Financial Assistance**. This amount must also be equal to or less than the value of any additional previous cost incurred, and the anticipated allowable cost for 90 days following the invoice date and supported by an updated response spending plan. The response spending plan must be approved by the Department prior to disbursement of funds.

- ii. **Cost reimbursement.** The response spending plan must be reasonable and achievable. If the Sub-recipient does not achieve a previously submitted and approved response spending plan, through the spend-down of advanced funding, the Sub-recipient will not be eligible to submit subsequent invoices for advance payment (i.e., 90-days of working capital), and subsequent invoices will only be compensated on a cost-reimbursement basis. The response spending plan is also not considered to be achieved if the Sub-recipient does not submit a supporting documentation package on or within 90 days of the most recent advance payment invoice disbursement date.

If an SLFRF remaining balance is reported in the most recently submitted package of supporting documentation, the sub-recipient prepared a response spending plan and described in detail how the remaining balance will be spent down to achieve a zero balance within 90 days of the supporting documentation package submittal date. Once cost have been incurred, the sub-recipient may submit a cost-reimbursement invoice to Department.

Cost reimbursement invoice packages must be accompanied with a corresponding response spending plan and supporting documentation. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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9. **Supporting documentation.** Supporting documentation must conform to Florida Department of Financial Services, Reference Guide for State Expenditures.¹⁴ Supporting documentation shall be submitted for each amount being claimed and indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service.
10. **Quarterly and annual reporting.** Sub-recipients will comply with all sub-recipient reporting requirements, as outlined in this Agreement, and more broadly outlined in U.S. Department of the Treasury's Compliance and Reporting Guidance, first published June 17, 2021, and as amended. Required reporting items are listed in **Exhibit I, Quarterly Project and Expenditure Report**. Reporting format may change as the State of Florida implements statewide-wide reporting. Quarterly reports are due on or before the due dates listed in Table 12. The State of Florida is responsible for collating reporting information for all sub-awards of SLFRF Program funds and reporting collated information to the federal government approximately 15 days following the dates listed in Table 12 (e.g., Florida's due date for the 3rd Quarter of 2021 is October 31, 2021). Therefore, timely submittal of sub-recipients' reports to the Department is critical.

Table 12. Quarterly Report Periods and Due Dates

Report	Year	Quarter	Period Covered	Due Date
1	2021	3	Grant start date - 09/30	10/15/2021
2	2021	4	10/01 - 12/31	1/15/2022
3	2022	1	01/01 - 03/31	4/15/2022
4	2022	2	04/01 - 06/30	7/15/2022
5	2022	3	07/01 - 09/30	10/15/2022
6	2022	4	10/01 - 12/31	1/15/2023
7	2023	1	01/01 - 03/31	4/15/2023
8	2023	2	04/01 - 06/30	7/15/2023
9	2023	3	07/01 - 09/30	10/15/2023
10	2023	4	10/01 - 12/31	1/15/2024
11	2024	1	01/01 - 03/31	4/15/2024
12	2024	2	04/01 - 06/30	7/15/2024
13	2024	3	07/01 - 09/30	10/15/2024
14	2024	4	10/01 - 12/31	1/15/2025

¹⁴ The Florida Department of Financial Services, Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>

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EXHIBIT H

RESPONSE SPENDING PLAN

1. Project.

- a. Sub-recipient: Jacksonville Port Authority
- b. Project Name: Coronavirus State Fiscal Recovery Funds
- c. Grant Number: _____

2. General. Prior to submitting an invoice, Sub-recipient will utilize this template to develop and submit an response spending plan to the Department. The response spending plan will outline how Coronavirus State and Local Fiscal Recovery Funds (SLFRF) disbursed through an invoice will be used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.

3. Table of incurred or planned expenditures. The Sub-recipient will fill out Table 1 to provide a tabular summary of previously incurred costs and planned allowable costs. Previously incurred costs are those costs incurred on or after March 3, 2021, through the submittal date of the response spending plan. Planned costs are expenditures planned for the 90-day period following the submittal date of the response spending plan (i.e., 90-days of working capital).

Table 1. Previous Cost Incurred and Planned Allowable Costs

Category	Previously Incurred Cost (March 3, 2021, thru Submittal Date of Response Spending Plan)	Planned Cost (to be incurred within 90 Days of Response Plan Submittal Date)	Grand Total
Job Training	\$0.00	\$0.00	\$0.00
Cash Transfers to Employees	\$0.00	\$0.00	\$0.00
Survivor Benefits	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00
Biological Incident, Physical and Operational Changes	\$0.00	\$0.00	\$0.00
Vaccination, Testing and Tracing	\$0.00	\$0.00	\$0.00
Business Planning	\$0.00	\$0.00	\$0.00
Rehiring Cost	\$0.00	\$0.00	\$0.00
Personal Protective Equipment	\$0.00	\$0.00	\$0.00
Reopening Plans	\$0.00	\$0.00	\$0.00
Capital Expenditures (Facility Expansions or Upgrades)	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

4. Accounting methodology. Sub-recipient may provide data on a cash, accrual, or modified accrual basis, provided that Sub-recipient is consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Sub-recipient's choice of methodology is_

5. Narratives of incurred or planned expenditures. The Sub-recipient will provide a qualitative narrative for each category of planned costs, describing planned expenditures. The narratives should describe major cost

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for each category and how the expenditures respond to negative economic impacts and lay the foundation for a strong and equitable recovery. Language and adjectives can be concise.

- a. **Job Training, narrative of expenditures.**

- b. **Cash Transfers to Employees, narrative of expenditures.**

- c. **Survivor Benefits, narrative of expenditures.**

- d. **Operating Expenses, narrative of expenditures.**

- e. **Biological Incident Physical and Operational Changes, narrative of expenditures.**

- f. **Vaccination, Testing and Tracing, narrative of expenditures.**

- g. **Business Planning, narrative of expenditures.**

- h. **Rehiring Cost, narrative of expenditures.**

- i. **Personal Protective Equipment, narrative of expenditures.**

- j. **Reopening Plans, narrative of expenditures.**

- k. **Capital Expenditures (Facility Expansions or Upgrades), narrative of expenditures.**

6. Notice. If the Sub-recipient does not achieve a previously submitted and approved response spending plan, through the spend-down of advanced funding, the Sub-recipient will not be eligible to submit subsequent invoices for advance payment (i.e., 90-days of working capital), and subsequent invoices will only be compensated on a cost-reimbursement basis.

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7. Certification. The undersigned Authorized Official certifies that the information provided in this response spending plan, is true and correct.

Name: _____

Title: _____

Signature: _____

Date: _____

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 SUBRECIPIENT GRANT AGREEMENT**

EXHIBIT I

QUARTERLY PROJECT AND EXPENDITURE REPORT

1. **General.** Sub-recipients must comply with all sub-recipient reporting requirements, as outlined in this Agreement, and more broadly outlined in U.S. Department of the Treasury's Compliance and Reporting Guidance, first published June 17, 2021, and as amended. Required reporting items are listed in the following sections.
2. **Report details.**
 - a. **Submittal Date:** {Date submitted to the Department}
 - b. **Report:** {1, 2, 3, 4, etc.}
 - c. **Year:** {calendar year}
 - d. **Quarter:** {calendar quarter: 1, 2, 3, 4}
 - e. **Period Covered:** {calendar quarter: MM/DD/YYYY – MM/DD/YYYY}
 - f. **Due Date to Department:** {within 15 days after end of calendar quarter}
3. **Project description.**
 - d. **Sub-recipient:** {Insert legal seaport name}
 - e. **Project Name:** {Project name provided by Department}
 - f. **Grant Number:** {Insert Department grant number}
 - g. **Project Expenditure Category:** Negative Economic Impacts (EC2)
 - h. **Description** (between 50 and 250 words): To use Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to respond to the negative economic impacts of the COVID-19 public health emergency, by providing a substantial infusion of fiscal resources to immediately stabilize sub-recipient Florida seaports for negative economic impacts experienced by those sub-recipients and provide working capital to lay the foundation for a strong and equitable national recovery.
 - i. **Status of Completion:** {Select: Not started, Completed less than 50 percent, Completed 50 percent or more, Completed}
4. **Expenditures.**
 - a. **Current period obligation:** {Insert encumbered state grant amount}
 - b. **Cumulative obligation:** {Insert encumbered state grant amount}
 - c. **Current period expenditure:** {Insert cost incurred during period}
 - d. **Cumulative expenditure:** {Insert cumulative cost incurred, during previous and current periods}
5. **Subawards.** Provide the following information for each contract, Grant, Loan, Transfer or Direct Payment greater than or equal to \$50,000:
 - a. Subrecipient identifying and demographic information (e.g., DUNS number and location):
 - b. Award number (e.g., Award number, Contract number, Loan number):
 - c. Award date, type, amount, and description:
 - d. Award payment method (reimbursable or lump sum payment(s)):
 - e. For loans, expiration date (date when loan expected to be paid in full):
 - f. Primary place of performance:
 - g. Related project name(s):
 - h. Related project identification number(s) (created by the recipient):
 - i. Period of performance start date:
 - j. Period of performance end date:
 - k. Quarterly obligation amount:
 - l. Quarterly expenditure amount:
 - m. Project(s):

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j. Additional programmatic performance indicators: Negative Economic Impacts (EC2)

6. Key performance indicators. SLFRF Program funds will be used as an intervention to provide a substantial infusion of fiscal resources. Evaluation of program outcomes will use preliminary evidence via tracking program Sub-recipient statistics and measuring Sub-recipient responses at the end of the program. Sub-recipient statistics will be collected for Sub-recipient fiscal years 2016 through 2019, which includes the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), to establish a performance baseline and pre-pandemic trend. Statistics will be collected annually for Sub-recipient fiscal years 2020 through 2026, to monitor annual progress and measure Sub-recipient responses at the end of the program. Variables that will be collected, monitored and used to measure Sub-recipient responses at the end of the program, include: direct jobs, operating revenues, operating expenses, total tonnage, and total passenger movements. Sub-recipients will use the table below to report the required data.

Table 1. Variables Collected to Measure Sub-recipient Responses

Sub-recipient Fiscal Year	Direct Jobs	Operating Revenues	Operating Expenses	Total Tonnage	Total Passenger Movements
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					

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EXHIBIT J

**CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

1. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
2. **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
3. **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
4. **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
5. **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
6. **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A CORONAVIRUS STATE FISCAL RECOVERY FUNDS SUBRECIPIENT GRANT AGREEMENT (Coronavirus Grant Agreement) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE JACKSONVILLE PORT AUTHORITY PURSUANT TO CHAPTER 2021-36 LAWS OF FLORIDA.

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented an opportunity by the Florida Department of Transportation (FDOT) to receive funding through the Coronavirus State Fiscal Recovery Fund established under the American Rescue Plan Act of 2021 (ARPA) to respond to the negative economic impacts of the COVID-19 public health emergency, by stabilizing the Sub-Recipient (JAXPORT), part of a group that has experienced negative economic impacts after January 27, 2020 (the beginning of the COVID-19 public health emergency) and provide working capital to lay the foundation for a strong and equitable recovery, and

WHEREAS, according to terms and conditions of the proposed Coronavirus Grant Agreement, FDOT and JAXPORT will agree that FDOT will reimburse 100% of all eligible expenditures beginning March 3, 2021 (see Exhibit H Response Spending Plan attached), and

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE PORT AUTHORITY:

Section 1: JAXPORT confirms its desire to enter in the Coronavirus Grant Agreement with FDOT.

Section 2: The Chairman of the Board or his authorized representative is herein authorized to execute this Resolution on behalf of JAXPORT.

Section 3: The Chief Executive Officer of JAXPORT is herein authorized to enter into and sign such documents as may be necessary, including the Coronavirus Grant Agreement, and any Supplemental Coronavirus Grant Agreement for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and other documents as may be required to support the project.

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

APPROVED AND ADOPTED THIS 27th day of September, 2021.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

Daniel K. Bean, Secretary

Wendy Hamilton, Vice Chair, on behalf of
Jamie Shelton, Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CORONAVIRUS STATE FISCAL RECOVERY FUNDS
SUBRECIPIENT GRANT AGREEMENT

EXHIBIT H

RESPONSE SPENDING PLAN

1. Project.

- a. Sub-recipient:** Jacksonville Port Authority
- b. Project Name:** Coronavirus State Fiscal Recovery Funds
- c. Grant Number:** _____

2. General. Prior to submitting an invoice, Sub-recipient will utilize this template to develop and submit a response spending plan to the Department. The response spending plan will outline how Coronavirus State and Local Fiscal Recovery Funds (SLFRF) disbursed through an invoice will be used to respond to negative economic impacts and lay the foundation for a strong and equitable recovery.

3. Table of incurred or planned expenditures. The Sub-recipient will fill out Table 1 to provide a tabular summary of previously incurred costs and planned allowable costs. Previously incurred costs are those costs incurred on or after March 3, 2021, through the submittal date of the response spending plan. Planned costs are expenditures planned for the 90-day period following the submittal date of the response spending plan (i.e., 90-days of working capital).

Table 1. Previous Cost Incurred and Planned Allowable Costs

Category	Previously Incurred Cost (March 3, 2021, thru Submittal Date of Response Spending Plan)	Planned Cost (to be incurred within 90 Days of Response Plan Submittal Date)	Grand Total
Job Training	\$0.00	\$0.00	\$0.00
Cash Transfers to Employees	\$0.00	\$0.00	\$0.00
Survivor Benefits	\$0.00	\$0.00	\$0.00
Operating Expenses	\$6,858,112.00	\$5,570,000.00	\$12,578,112.00
Biological Incident, Physical and Operational Changes	\$0.00	\$0.00	\$0.00
Vaccination, Testing and Tracing	\$0.00	\$0.00	\$0.00
Business Planning	0.	\$0.00	\$0.00
Rehiring Cost	\$0.00	\$0.00	\$0.00
Personal Protective Equipment	\$0.00	\$0.00	\$0.00
Reopening Plans	\$0.00	\$0.00	\$0.00
Capital Expenditures (Facility Expansions or Upgrades)	\$0.00	\$0.00	\$0.00
Total	\$6,858,112.00	\$5,720,000.00	\$12,578,112.00

4. Accounting methodology. Sub-recipient may provide data on a cash, accrual, or modified accrual basis, provided that Sub-recipient is consistent in their choice of methodology throughout the covered period and until reporting is no longer required. Sub-recipient's choice of methodology is accrual.

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5. Narratives of incurred or planned expenditures. The Sub-recipient will provide a qualitative narrative for each category of planned costs, describing planned expenditures. The narratives should describe major cost for each category and how the expenditures respond to negative economic impacts and lay the foundation for a strong and equitable recovery. Language and adjectives can be concise.

a. Job Training, narrative of expenditures.

b. Cash Transfers to Employees, narrative of expenditures.

c. Survivor Benefits, narrative of expenditures.

d. Operating Expenses, narrative of expenditures.

JAXPORT has experienced significant revenue shortfalls since the onset of the public health emergency created by COVID-19. Substantial declines in gross receipts from key cargo types Container, Autos and Cruise caused JAXPRT to curb operating expenses and delay capital projects to be able to maintain employment of employees essential to sustain port operations. Grant Funding of Operating Expenses, specifically Salary and Benefits expense, Security Services Fuel expense, and Berth Maintenance Dredging, to be paid during the period August 1-October 31 as listed in Table 1 in the estimated amount of \$5,570,000 will allow JAXPORT to advance capital projects that support economic recovery, increase wages to attract and retain key workers who provide security services at our terminals and maintain current employment levels to ensure a safe and reliable workforce is available to support port operations.

Biological Incident Physical and Operational Changes, narrative of expenditures.

e. Vaccination, Testing and Tracing, narrative of expenditures.

f. Business Planning, narrative of expenditures.

g. Rehiring Cost, narrative of expenditures.

h. Personal Protective Equipment, narrative of expenditures.

i. Reopening Plans, narrative of expenditures.

j. Capital Expenditures (Facility Expansions or Upgrades), narrative of expenditures.

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6. **Notice.** If the Sub-recipient does not achieve a previously submitted and approved response spending plan, through the spend-down of advanced funding, the Sub-recipient will not be eligible to submit subsequent invoices for advance payment (i.e., 90-days of working capital), and subsequent invoices will only be compensated on a cost-reimbursement basis.

7. **Certification.** The undersigned Authorized Official certifies that the information provided in this response spending plan, is true and correct.

Name: _____

Title: _____

Signature: _____

Date: _____

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BD2021-09-02

SUBMISSION FOR BOARD APPROVAL

SUBJECT: Department of Navy Property Transfers at Blount Island Command

COST: \$0

BUDGETED: N/A

SOURCE OF FUNDS: N/A

BACKGROUND:

Background: In the early 1970's, JAXPORT transferred property to a group named Westinghouse Electric Corporation and Shipbuilder Tenneco for the purpose of manufacturing floating nuclear power plants. This property subsequently changed ownership and ultimately was acquired by the Department of Navy for the Blount Island Command (BIC). The original transfer from JAXPORT included property landward of what was established as the "Bulkhead" line along the St. Johns River.

REQUEST:

The property transfer that occurred in the 1970s included all property landward of the "Bulkhead" line. It did not include any upland areas that was waterside of the Bulkhead line. All property below the Mean Low Water is Sovereign Submerged Lands (SSL) and owned by the state of Florida. As such, any property that is upland between the SSL and the Bulkhead line remains the ownership of JAXPORT.

Blount Island Command wants to construct shoreline improvements/protection along the property at BIC. However, the title work has uplands owned by JAXPORT that is waterside of the Bulkhead. There are 5 upland properties along the main channel and the east channel as follows:

- Tract A: 1.99 acres
- Tract B: 2.07 acres
- Tract C: 0.97 acres
- Tract D: 1.29 acres
- Tract E: 3.57 acres

The request is to transfer these 5 properties totaling approximately 9.88 acres to the Department of Navy.



RECOMMENDATION:

These requested parcels are not useable properties for JAXPORT. They are needed to provide shoreline protection for Blount Island Command. Therefore, it is recommended the Board of Directors approve the conveyance of these properties to the Department of the Navy and authorize the Executive Director or his designee the authority to execute all documents necessary for the transfer of ownership of the subject properties.



SUBMISSION FOR BOARD APPROVAL

ATTACHMENTS:

- QUITCLAIM DEED

RECOMMENDED FOR APPROVAL

Frederick P. Wong Jr.
Chief Operating Officer

Signature: Frederick P. Wong Jr.
Frederick P. Wong Jr. (Sep 21, 2021 14:58 EDT)

Email: frederick.wong@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Sep 21, 2021 15:04 EDT)

Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

September 27, 2021
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Daniel Bean, Secretary

Wendy Hamilton, Vice Chair, on behalf
of Jamie Shelton, Chairman

This Instrument Prepared By And Return To:
Department of the Navy
NAVFAC Southeast, AM12
Box 30, Bldg 903
Jacksonville, Florida 32212-0030

QUITCLAIM DEED

THIS INDENTURE, is made this ____day of____, 2021, by and between THE JACKSONVILLE PORT AUTHORITY, a body politic and corporate of Florida, whose address is 2831 Talleyrand Avenue, Jacksonville, FL, hereinafter called “the GRANTOR,” and the UNITED STATES OF AMERICA and its assigns, whose address is P.O. Box 30, Building 135, Jacksonville, FL 32212-0030, hereinafter called “the GRANTEE,” to include their respective legal representatives, successors and assigns.

WITNESSETH THAT: GRANTOR, for and in consideration of ten (\$10.00) dollars and the good and valuable consideration of the use of the Property for military purposes and other good and valuable consideration received from the GRANTEE, the receipt of which is hereby acknowledged, by these presents does hereby transfer, convey, remise, and forever QUITCLAIM unto the GRANTEE the following property as more particularly described in Exhibit “A” and depicted in Exhibit “B,” attached hereto and incorporated herein by this reference and hereinafter called “the Property.” The acquiring Federal agency is the Department of the Navy.

A. COVENANTS, RESTRICTIONS, AND EASEMENTS. GRANTEE agrees to accept conveyance of the Property subject to all existing covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances recorded and unrecorded.

B. PROPERTY CONVEYED “AS IS,” “WHERE IS.” Except as otherwise provided herein, or as otherwise provided by law, the GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed “as is” and “where is” without any representation, promise, agreement, or warranty on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions.

C. NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS set forth in this Quitclaim Deed, unless subsequently released or expressly limited or conditioned, are a binding servitude on the Property, shall inure to the benefit of and be binding upon the GRANTOR and GRANTEE, their successors and assigns, and will be deemed to run with the Property in perpetuity.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name and on its behalf by its duly authorized officer and its seal affixed the day and year first above written.

GRANTOR:

**SIGNED AND SEALED IN
OUR PRESENCE:**

JACKSONVILLE PORT AUTHORITY,
a body politic and corporate of Florida

Signature of 1st witness

By: _____

Chief Executive Officer

Printed name of 1st witness

Signature of 2nd witness

Printed name of 2nd witness

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by _____, _____, who is personally known to me or who has produced _____ as identification.

Notary Public

My Commission expires: _____

(Notarial Seal)

ACCEPTANCE:

**SIGNED AND SEALED IN
OUR PRESENCE:**

Signature of 1st witness

Printed name of 1st witness

Signature of 2nd witness

Printed name of 2nd witness

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by Ferdinand L. Salomon, Real Estate Contracting Officer, who is personally known to me or who has produced _____ as identification.

GRANTEE:

UNITED STATES OF AMERICA,
acting by and through the Department of the
Navy

By: _____
FERDINAND L. SALOMON
Real Estate Contracting Officer
NAVFAC Southeast

Notary Public

My Commission expires: _____

(Notarial Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All tract or parcel of land located contiguous with the Marine Corps Support Facility (MCSF), Blount Island – City of Jacksonville – Duval County, Florida being above the Mean High Water Line lying seaward of the Bulkhead Line shown on a plat titled “Established Bulkhead Lines” Plat Book 1, page 21 recorded in the public records of Duval County, Florida and also lying landward of the St Johns River and the Fulton Dames Point Cut Off Channel located in Sections 18, 19, 20, 29, and 30, Township 1 South, Range 28 East, Duval County, Florida. Said tract or parcels being depicted on an exhibit (NAVFAC DRWG No. 15159641) entitled, “Marine Corps Support Facility, Blount Island, Duval County, Florida, Jacksonville Port Authority, 9.88 +/- Acre Upland Area Between MCSF Blount Island Boundary Line and Mean High Water Line, Exhibit B”; prepared by, Naval Facilities Engineering Command Southeast; dated, 8/03/2021 and more particularly described as follows:

Tract A

Commence at the southwest corner of MCSF Blount Island, being common with the southeast corner of the Jacksonville Port Authority tract, having NAD83 State Plane Coordinates of N: 2,202,518.58, E: 488,932.87, Florida, East Zone.

Thence northeasterly along the south line of MCSF Blount Island a distance of 530.23 feet, more or less, to a point at the intersection of said south line and the Mean High Water Line of the St. Johns River, being the Point of Beginning;

Thence from the Point of Beginning, continue along said south line of MCSF Blount Island a distance of 1633.82 feet, more or less, and passing a 4” x 4” concrete marker at 1397.31 feet, to a point of intersection with the Mean High Water Line of the St. Johns River;

Thence, in a clockwise direction, southwesterly along said Mean High Water Line of the St. Johns River to the Point of Beginning.

The above described tract, being 1.99 acre, more or less, is shown as Tract A on Exhibit B.

Tract B

Commence at the southwest corner of MCSF Blount Island, being common with the southeast corner of the Jacksonville Port Authority tract, having State Plane Coordinates of N: 2,202,518.58, E: 488,932.87;

Thence northeasterly along the south line of MCSF Blount Island a distance of 2,805.66 feet, more or less, to a point at the intersection of said south line and the Mean High Water Line of the St. Johns River, being the Point of Beginning;

Thence from the Point of Beginning, continue along said south line of MCSF Blount Island a distance of 1,448.38 feet, more or less, and passing a 4” x 4” concrete marker at 121.87 feet, to a point of intersection with the Mean High Water Line of the St. Johns River;

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Thence, in a clockwise direction, southwesterly along said Mean High Water Line of the St. Johns River to the Point of Beginning.

The above described tract, being 2.07 acre, more or less, is shown as Tract B on Exhibit B.

Tract C

Commence at the southwest corner of MCSF Blount Island, being common with the southeast corner of the Jacksonville Port Authority tract, having State Plane Coordinates of N: 2,202,518.58, E: 488,932.87;

Thence northeasterly along the south line of MCSF Blount Island a distance of 4,450.04 feet, more or less, to a point at the intersection of said south line and the Mean High Water Line of the St. Johns River, being the Point of Beginning;

Thence from the Point of Beginning, continue along said south line of MCSF Blount Island a distance of 258.91 feet, more or less, to a point of intersection with the Mean High Water Line of the St. Johns River;

Thence, in a clockwise direction, southwesterly along said Mean High Water Line of the St. Johns River to the Point of Beginning.

The above described tract, being 0.97 acre, more or less, is shown as Tract C on Exhibit B.

Tract D

Commence at the southwest corner of MCSF Blount Island, being common with the southeast corner of the Jacksonville Port Authority tract, having State Plane Coordinates of N: 2,202,518.58, E: 488,932.87;

Thence northeasterly along the south line of MCSF Blount Island a distance of 6,496.79 feet, more or less, to a point having State Plane Coordinates of N: 2,203,731.30, E: 495,315.47, being the southeast corner of MCSF Blount Island;

Thence northerly along east line of MCSF Blount Island a distance of 98.04 feet, more or less, to a point of intersection with the Mean High Water Line of the St. Johns River, being the Point of Beginning;

Thence from the Point of Beginning, continue northerly along east line of MCSF Blount Island a distance of 1,351.22 feet, more or less, to a point of intersection with the Mean High Water Line of the St. Johns River;

Thence, in a clockwise direction, southeasterly along said Mean High Water Line of the St. Johns River to the Point of Beginning.

The above described tract, being 1.29 acre, more or less, is shown as Tract D on Exhibit B.

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

Tract E

Commence at the southwest corner of MCSF Blount Island, being common with the southeast corner of the Jacksonville Port Authority tract, having State Plane Coordinates of N: 2,202,518.58, E: 488,932.87;

Thence northeasterly along the south line of MCSF Blount Island a distance of 6,496.79 feet, more or less, to a point having State Plane Coordinates of N: 2,203,731.30, E: 495,315.47, being the southeast corner of MCSF Blount Island;

Thence northerly along the east line of MCSF Blount Island a distance of 3,185.25 feet, more or less, to a point having State Plane Coordinates of N: 2,206,756.57, E: 494,318.71, being a boundary corner of MCSF Blount Island;

Thence northwesterly along the east line of MCSF Blount Island a distance of 1,845.72 feet, more or less, to a point having State Plane Coordinates of N: 2,207,774.57, E: 492,779.11, being the northern most corner of the B.F. Goodrich Tract and common boundary corner of MCSF Blount Island;

Thence continue northwesterly along the east line of MCSF Blount Island a distance of 274.30 feet, more or less, to a point of intersection with the Mean High Water Line of the St. Johns River, being the Point of Beginning;

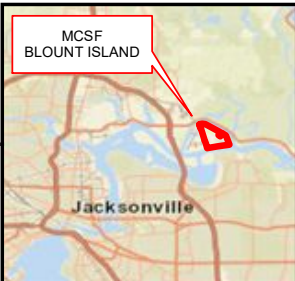
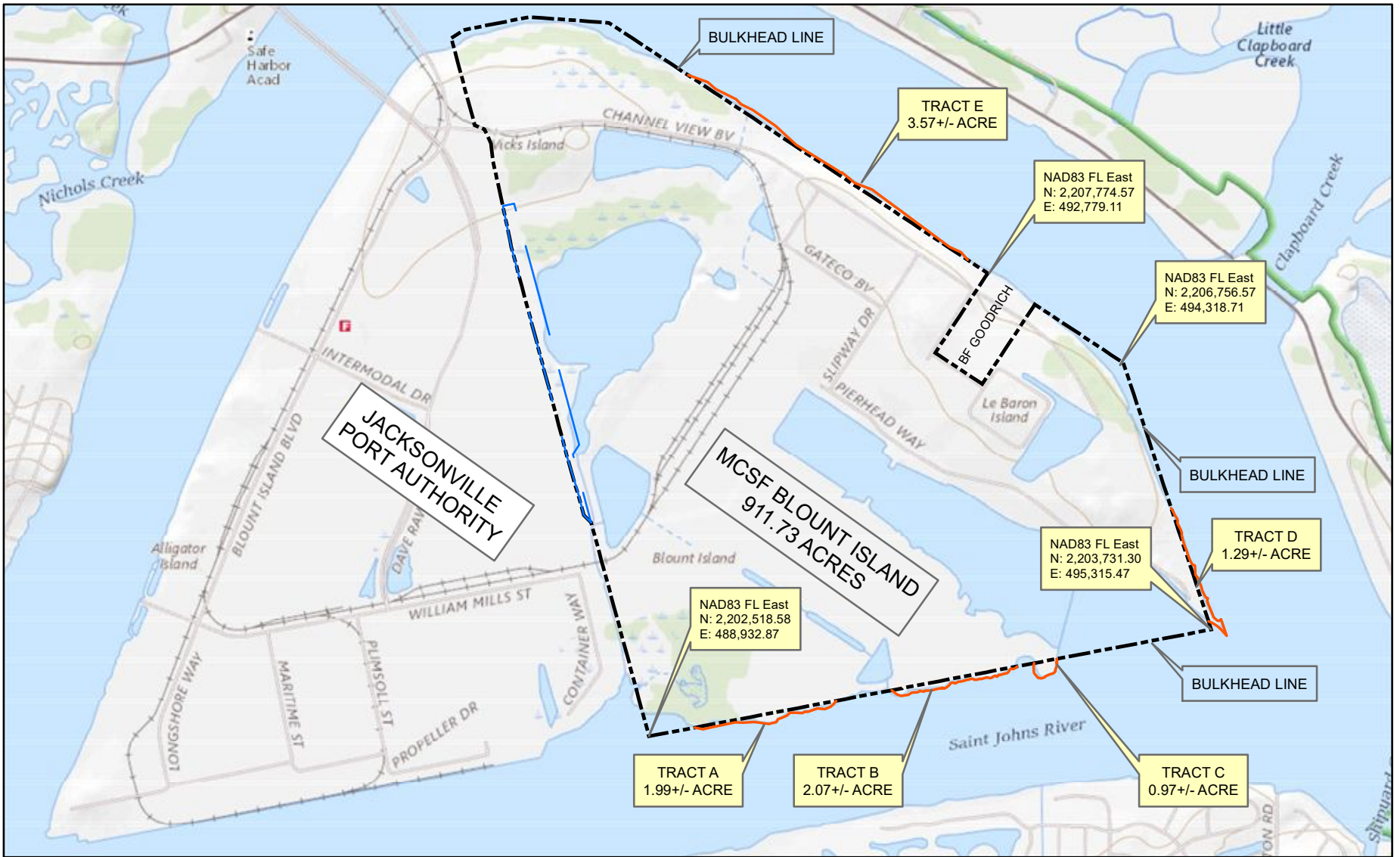
Thence from the Point of Beginning, continue northwesterly along the east line of MCSF Blount Island a distance of 3,803.80 feet, more or less, to a point of intersection with the Mean High Water Line of the St. Johns River;

Thence, in a clockwise direction, southeasterly along said Mean High Water Line of the St. Johns River to the Point of Beginning.

The above described tract, being 3.57 acre, more or less, is shown as Tract E on Exhibit B.

The above described Tracts A, B, C, D and E, being a total of 9.88 acre, more or less, is intended to be all the Jacksonville Port Authority adjacent riparian upland areas lying outside the MCSF Blount Island boundaries and between the MCSF Blount Island boundary line and the actual Mean High Water Line, such that all upland area landward of the Mean High Water Line contiguous with the MCSF Blount Island boundary be included and cause the MCSF Blount Island boundary to be a riparian boundary along these areas.

END



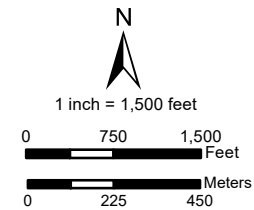
LEGEND

- MCSF BLOUNT ISLAND BOUNDARY
- APPROXIMATE MEAN HIGH WATER

**MARINE CORPS SUPPORT FACILITY
BLOUNT ISLAND**

DUVAL COUNTY, FLORIDA
 JACKSONVILLE PORT AUTHORITY
 9.88+/- ACRE UPLAND AREA
 BETWEEN MCSF BLOUNT ISLAND BOUNDARY LINE
 AND MEAN HIGH WATER LINE

EXHIBIT B



PREPARED BY:



Date: 8/3/2021
 Naval Facilities Engineering
 Command Southeast
 Cadastral Branch, AM1C
 Contact: SE CADASTRAL

NAVFAC DRWG No. 15159641

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

AC-2021-09-01
Reference No.

File

09/24/2021
Date

SUBJECT: SSA JCT – Container Yard Improvements
JPA Project No.: B2020.01 JPA Contract No.: C-1772
Superior Construction Company Southeast, LLC

COST: \$48,876,120 plus 5% contingency BUDGETED NON-BUDGETED

BACKGROUND:

Terminal Operator SSA Jacksonville LLC executed a long-term lease in which called for expansion of the current terminal from 50 acres of leased premises to approximately 80 acres, with potential expansion up to a total of 120 acres as it is available on Blount Island. Currently SSA leases approximately 93 acres on Blount Island. Lease provisions included certain capital improvements to be made by SSA. In November 2019, JAXPORT was awarded a \$20 million U.S. Department of Transportation Grant to assist in funding \$72.7 million of improvements on the premises in order to modernize the container terminal. SSA Jacksonville LLC will provide all additional capital needed to complete the project. In July 2021, JAXPORT's Board of Directors approved, based on the Request for Qualifications process, entering into a contract with AECOM Technical Services, Inc. to provide Program Management and Inspection Services for this project.

This project consists of furnishing all labor, materials, equipment and supervision to perform improvements in paving, fencing, gates, drainage and lighting at the existing SSA Container Terminal Yard Terminal at Blount Island Marine Terminal. The scope of work includes but is not limited to modernization of the current container terminal through demolition of certain facilities, construction of a new pavement system that enables use of top-pick or rubber-tired gantry container handling equipment; installation of additional high mast yard lighting and fire hydrants; truck gate enhancements; and provisions for gate expansion and utility system improvements. The construction will be implemented in 7 phases scheduled over approximately three years enabling the terminal to stay in operation throughout the construction period. A separate construction contract will be bid in the future for Phase 8.

On Friday, July 16, 2021, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On Friday, September 16, 2021, Procurement Services received two (2) conforming bids from Superior Construction Company Southeast, LLC and Hubbard Construction Company. After review of the conforming bids, it is the recommendation of the Engineering and Construction Department and SSA Jacksonville to award a contract to Superior Construction Company Southeast, LLC 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 FY 21 and FY 22, and will be funded with 25.03% USDOT (Federal) funds and 74.97% Tenant (SSA) Contribution.

FINANCIAL:

Available Budget:	\$76,784,403
Proposed Expense:	\$48,876,120
5% Contingency:	<u>\$ 2,443,806</u>
Remaining Balance:	\$25,464,477

RECOMMENDATION:

Management recommends that the Board of Directors approve the award of a contract to Superior Construction Company Southeast, LLC for SSA JCT – Container Yard Improvements Phases 1 - 7 in the amount of \$48,876,120 plus a contingency of \$2,443,806 (5%).

AC-2021-09-01

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: Superior Construction Company Southeast, LLC Bid Form dated 09/16/2021
Unofficial Bid Results

ORIGINATED BY:

SUBMITTED FOR APPROVAL

James G. Bennett, PE
James G. Bennett, PE (Sep 24, 2021 11:27 EDT)
James Bennett, Sr. Director, Engineering & Construction

Beth McCague
Beth McCague (Sep 24, 2021 11:32 EDT)
Beth McCague, CFO

AWARDS COMMITTEE ACTION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Sep 24, 2021 11:34 EDT)
Sandra Platt, Secretary to Awards Committee

Frederick P. Wong Jr.
Frederick P. Wong Jr. (Sep 24, 2021 12:09 EDT)
Frederick P. Wong Jr., Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Sep 24, 2021 12:22 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Vice Chair on behalf of Chairman

Date

Board Secretary

BID FORM
JAXPORT PROJECT NO.: B2020-01
JAXPORT CONTRACT NO.: C-1772
SSA JACKSONVILLE CONTAINER TERMINAL
CONTAINER YARD IMPROVEMENTS
JACKSONVILLE, FL

BIDDER'S NAME: Superior Construction Company Southeast, LLC
DATE: September 16, 2021

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-1772**, at the following price:

Scope of Work: Furnish all labor, materials, equipment and supervision to perform improvements in paving, fencing, gates, drainage and lighting at the existing SSA Container Terminal, Yard Terminal at Blount Island Marine Terminal. The area to be improved is approximately 80 acres.

BID FORM								
SSA JACKSONVILLE CONTAINER TERMINAL								
CONTAINER YARD IMPROVEMENTS								
Bid Item	Description							
GENERAL								
	This category includes, but is not necessarily limited to:							
G1	Mobilization - Phase 1							
G2	Demobilization - Phase 7							
G3	Environmental BMP - Phase 1							
G4	Payment & Performance Bond - Phase 1							
	GENERAL TOTAL	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase	\$5,364,005.00						\$100,000.00
DEMOLITION								
	DEMOLITION TOTAL	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase	\$1,259,050.00	\$719,100.00	\$715,700.00	\$780,810.00	\$833,940.00	\$242,940.00	\$472,710.00
UTILITIES								
	UTILITIES TOTAL	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase	\$1,512,285.00	\$445,600.00	\$582,900.00	\$784,150.00	\$3,472,425.00	\$626,000.00	\$484,050.00
PAVEMENT								
	PAVEMENTS TOTAL	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase	\$4,555,000.00	\$3,972,700.00	\$3,954,900.00	\$4,295,770.00	\$4,285,040.00	\$3,487,690.00	\$4,259,800.00
SITE WORK								
	SITE WORK TOTAL	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase	\$535,600.00	\$31,555.00	\$56,400.00	\$72,100.00	\$591,900.00	\$37,000.00	\$345,000.00
	LUMP SUM TOTAL BY PHASE	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
		\$13,225,940.00	\$5,168,955.00	\$5,309,900.00	\$5,932,830.00	\$9,183,305.00	\$4,393,630.00	\$5,661,560.00
	LUMP SUM BID PRICE - GRAND TOTAL	\$48,876,120.00						
ASPHALT PRICE INDEXING								
	INDEX	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Asphalt (Quantity in lbs)	33471520	40180000	40000000	43640000	42740000	38458000	48506000
	INDEX	Bid Asphalt Price Index (BAPI)	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6
		\$.20/lbs	\$.20/lbs	\$.20/lbs	\$.20/lbs	\$.20/lbs	\$.20/lbs	\$.20/lbs

(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)

BID FORM
JAXPORT PROJECT NO.: B2020-01
JAXPORT CONTRACT NO.: C-1772
SSA JACKSONVILLE CONTAINER TERMINAL
CONTAINER YARD IMPROVEMENTS
JACKSONVILLE, FL

BASIS OF AWARD: The Authority reserves the right to award this contract to the bidder whose prices is the lowest based on the Lump Sum Bid Price Grand Total (Phases 1-7), subject to the availability of 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 proposal 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 proposals, in whole or in part.

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the Work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Contract Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work provided for in the Contract Documents for **C-1772**.

If the Bidder improperly withdraws its Bid or fails to execute and deliver to the Owner any of the documents required by the Contract Documents, within ten (10) days after the date of the Notice of Intent to Award, the Owner may seek recourse against the Bid Security as provided for in the Contract Documents.

The Bidder shall commence work specified herein within the time limits set forth in the General Provisions, which time limits the Bidder acknowledges are reasonable. If the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, Liquidated Damages, in accordance with the Contract Documents, shall be deducted from the Total Contract Price.

BID FORM
JAXPORT PROJECT NO.: B2020-01
JAXPORT CONTRACT NO.: C-1772
SSA JACKSONVILLE CONTAINER TERMINAL
CONTAINER YARD IMPROVEMENTS
JACKSONVILLE, FL

For contracts equal to or exceeding \$25,000 - CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION:

The Contract that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. The Bidder certifies, by submission of this Bid or acceptance of this Contract, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participation in this transaction. It further agrees that by submitting this Bid that, if it is the successful Bidder, it will comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction."

For contracts equal to or exceeding \$25,000 - CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT AND SUSPENSION:

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this Federally assisted project. The successful bidder shall accomplish this by: (i) Checking the System for Award Management at website: <http://www.sam.gov>, (ii) Collecting a certification statement similar to the previous Certificate of Bidder Regarding Debarment and Suspension, above, and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the USDOT later determines that a lower tier participant failed to disclose to a higher tier participant that they were excluded or disqualified at the time it entered the covered transaction, the USDOT may pursue any available remedy, including suspension and debarment of the non-compliant participant.

ADDITIONAL INSURED COST DISCLOSURE:

Contractor's commercial liability and automobile insurance must include an endorsement for all additional insureds as provided in GP70-25(A). The cost, if any, of obtaining insurance that covers the Owner is not eligible for reimbursement from Airport Improvement Program grant proceeds. Contractor must disclose this cost by checking (√) and/or completing one of the following statements:

- Contractor's insurance company does not charge for this endorsement, or
- Contractor's insurance company does charge for this endorsement and the cost is \$_____.

SEB/DBE PROGRAM ACKNOWLEDGEMENT:

BID FORM
JAXPORT PROJECT NO.: B2020-01
JAXPORT CONTRACT NO.: C-1772
SSA JACKSONVILLE CONTAINER TERMINAL
CONTAINER YARD IMPROVEMENTS
JACKSONVILLE, FL

By submitting a Bid under this solicitation, Bidder represents that it has reviewed and familiarized itself with the Owner's Small Emerging Business Enterprise Disadvantaged Business Enterprise Participation Program (DBE).

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS:

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The Bidder agrees that, if awarded a Contract resulting from this Solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

(1) The Bidder represents that:

it is

it is not

a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The Bidder represents that:

it is

it is not

a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the USDOT District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions for this Certification: Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559. Tax Delinquency: A tax

BID FORM
JAXPORT PROJECT NO.: B2020-01
JAXPORT CONTRACT NO.: C-1772
SSA JACKSONVILLE CONTAINER TERMINAL
CONTAINER YARD IMPROVEMENTS
JACKSONVILLE, FL

delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The required bid guaranty is attached hereto (see "Supplemental Instructions to Bidders") of the contract documents.

Acknowledgment of the following addenda is hereby made (see "Supplemental Instructions to Bidders"):

Addendum No. 1, Dated: <u>08/09/21</u>	Initials: <u>BN</u>	Addendum No. 5, Dated <u>09/03/21</u>	<u>BN</u>
Addendum No. 2, Dated: <u>08/20/21</u>	Initials: <u>BN</u>	Addendum No. 6, Dated <u>09/07/21</u>	<u>BN</u>
Addendum No. 3, Dated: <u>08/25/21</u>	Initials: <u>BN</u>	Addendum No. 7, Dated <u>09/07/21</u>	<u>BN</u>
Addendum No. 4, Dated: <u>08/26/21</u>	Initials: <u>BN</u>	Addendum No. 8, Dated <u>09/09/21</u>	<u>BN</u>
		Addendum No. 9, Dated <u>09/10/21</u>	<u>BN</u>

See also "Bid Contents and Format" section of the "Supplemental Instructions to Bidders".

Superior Construction Company Southeast, LLC
 Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Superior Construction Company Southeast, LLC
 Firm

<u>7072 Business Park Blvd N.</u>	<u>Jacksonville</u>	<u>FL</u>	<u>32256</u>
Business Address	City	State	Zip Code

Mailing Address, if different from above

	<u>9/16/2021</u>
Authorized Signature	Date Executed

<u>Bhavin Naik</u>	<u>Manager</u>
Typed Name	Title

<u>904.292.4240</u>	<u>904.292.2682</u>
Telephone Number	Facsimile Number

<u>26-3552913</u>	<u>CGC1524700</u>
Company Federal Tax I.D. No.	Company's Business License No.

BID TABULATION_C-1772
SSA JCT - CONTAINER YARD IMPROVEMENTS
BID OPENING: FRIDAY, SEPTEMBER 16, 2021 AT 2:00 PM

JPA CONTRACT NO.: C-1772		Superior Construction Company		Hubbard Construction Company		
Project:	Container Terminal Upgrades SSA	Southeast, LLC Margaret Laneri see@superiorconstruction.com		Wendy Vickery wendy.vickery@hubbard.com		
Bid Open Date:	09.16.2021 2:08 PM					
BID BOND		Y		Y	(Page BBF-1 is missing)	
COI FORM		Y		Y		
PEC FORM		Y		Y		
E-VERIFY		Y		Y		
E-BUILDER		Y		Y		
BIDDER'S MINIMUM REQUIREMENTS		Y		Y		
SEB FORMS		Y		Y		
CERTIFICATION OF ATTESTMENTS SIGNATURE PAGE		Y		Y		
ACKNOWLEDGEMENT OF ADDENDA 1 - 9		Y		Y		
Description	QTY	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost
PHASE 1						
1 MOBILIZATION	1	LS	\$ 3,564,005.00	\$ 3,564,005.00	\$ 8,323,570.10	\$ 8,323,570.10
2 ENVIRONMENTAL BMP	1	LS	\$ 1,550,000.00	\$ 1,550,000.00	\$ 113,375.88	\$ 113,375.88
3 PAYMENT & PERFORMANCE BOND	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 256,923.65	\$ 256,923.65
4 DEMOLITION	1	LS	\$ 1,259,050.00	\$ 1,259,050.00	\$ 148,395.89	\$ 148,395.89
5 UTILITIES	1	LS	\$ 1,512,285.00	\$ 1,512,285.00	\$ 1,556,571.37	\$ 1,556,571.37
6 PAVEMENT	1	LS	\$ 4,555,000.00	\$ 4,555,000.00	\$ 4,509,897.87	\$ 4,509,897.87
7 SITE WORK	1	LS	\$ 535,600.00	\$ 535,600.00	\$ 593,093.71	\$ 593,093.71
PHASE 1 Cost Total			\$	13,225,940.00	\$	15,501,828.47
PHASE 2						
1 DEMOLITION	1	LS	\$ 719,100.00	\$ 719,100.00	\$ 68,365.54	\$ 68,365.54
2 UTILITIES	1	LS	\$ 445,600.00	\$ 445,600.00	\$ 371,834.55	\$ 371,834.55
3 PAVEMENT	1	LS	\$ 3,972,700.00	\$ 3,972,700.00	\$ 3,943,618.62	\$ 3,943,618.62
4 SITE WORK	1	LS	\$ 31,555.00	\$ 31,555.00	\$ 455,329.67	\$ 455,329.67
PHASE 2 Cost Total			\$	5,168,955.00	\$	4,839,148.38
PHASE 3						
1 DEMOLITION	1	LS	\$ 715,700.00	\$ 715,700.00	\$ 54,043.83	\$ 54,043.83
2 UTILITIES	1	LS	\$ 582,900.00	\$ 582,900.00	\$ 558,134.67	\$ 558,134.67
3 PAVEMENT	1	LS	\$ 3,954,900.00	\$ 3,954,900.00	\$ 3,985,333.44	\$ 3,985,333.44
4 SITE WORK	1	LS	\$ 56,400.00	\$ 56,400.00	\$ 433,694.14	\$ 433,694.14
PHASE 3 Cost Total			\$	5,309,900.00	\$	5,031,206.08

BID TABULATION_C-1772
SSA JCT - CONTAINER YARD IMPROVEMENTS
BID OPENING: FRIDAY, SEPTEMBER 16, 2021 AT 2:00 PM

JPA CONTRACT NO.: C-1772		Superior Construction Company		Hubbard Construction Company	
Project: Container Terminal Upgrades SSA		Southeast, LLC		Wendy Vickery	
Bid Open Date: 09.16.2021 2:08 PM		Margaret Laneri		wendy.vickery@hubbard.com	
		see@superiorconstruction.com			
PHASE 4					
1	DEMOLITION	1	LS	\$ 780,810.00	\$ 46,128.98
2	UTILITIES	1	LS	\$ 784,150.00	\$ 1,013,774.53
3	PAVEMENT	1	LS	\$ 4,295,770.00	\$ 4,284,448.95
4	SITE WORK	1	LS	\$ 72,100.00	\$ 492,390.95
PHASE 4 Cost Total				\$ 5,932,830.00	\$ 5,836,743.41
PHASE 5					
1	DEMOLITION	1	LS	\$ 833,940.00	\$ 293,760.43
2	UTILITIES	1	LS	\$ 3,472,425.00	\$ 1,497,291.25
3	PAVEMENT	1	LS	\$ 4,285,040.00	\$ 4,860,190.82
4	SITE WORK	1	LS	\$ 591,900.00	\$ 611,271.89
PHASE 5 Cost Total				\$ 9,183,305.00	\$ 7,262,514.39
PHASE 6					
1	DEMOLITION	1	LS	\$ 242,940.00	\$ 168,368.95
2	UTILITIES	1	LS	\$ 626,000.00	\$ 1,824,781.20
3	PAVEMENT	1	LS	\$ 3,487,690.00	\$ 4,783,270.18
4	SITE WORK	1	LS	\$ 37,000.00	\$ 489,572.73
PHASE 6 Cost Total				\$ 4,393,630.00	\$ 7,265,993.06
PHASE 7					
1	DEMOLITION	1	LS	\$ 100,000.00	\$ 100,000.00
2	DEMOLITION	1	LS	\$ 472,710.00	\$ 50,158.13
3	UTILITIES	1	LS	\$ 484,050.00	\$ 1,180,836.42
4	PAVEMENT	1	LS	\$ 4,259,800.00	\$ 4,094,426.98
5	SITE WORK	1	LS	\$ 345,000.00	\$ 450,978.22
PHASE 7 Cost Total				\$ 5,661,560.00	\$ 5,876,399.75
Bid Summary					
LUMP SUM TOTAL - PHASE 1 (ITEMS 1-7)				\$ 13,225,940.00	\$ 15,501,828.47
LUMP SUM TOTAL - PHASE 2 (ITEMS 1-4)				\$ 5,168,955.00	\$ 4,839,148.38
LUMP SUM TOTAL - PHASE 3 (ITEMS 1-4)				\$ 5,309,900.00	\$ 5,031,206.08
LUMP SUM TOTAL - PHASE 4 (ITEMS 1-4)				\$ 5,932,830.00	\$ 5,836,743.41
LUMP SUM TOTAL - PHASE 5 (ITEMS 1-4)				\$ 9,183,305.00	\$ 7,262,514.39
LUMP SUM TOTAL - PHASE 6 (ITEMS 1-4)				\$ 4,393,630.00	\$ 7,265,993.06
LUMP SUM TOTAL - PHASE 7 (ITEMS 1-5)				\$ 5,661,560.00	\$ 5,876,399.75
LUMP SUM BID PRICE - GRAND TOTAL				\$ 48,876,120.00	** \$ 51,613,853.54

BID TABULATION_C-1772
SSA JCT - CONTAINER YARD IMPROVEMENTS
BID OPENING: FRIDAY, SEPTEMBER 16, 2021 AT 2:00 PM

JPA CONTRACT NO.: C-1772		Superior Construction Company	Hubbard Construction Company
Project: Container Terminal Upgrades SSA		Southeast, LLC	Wendy Vickery
Bid Open Date: 09.16.2021 2:08 PM		Margaret Laneri	wendy.vickery@hubbard.com
		see@superiorconstruction.com	
ASPHALT PRICE INDEXING (PHASE 1)			
INDEX	Asphalt (Quantity in lbs)	33,471,520	21,252,000
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.1462/GAL
ASPHALT PRICE INDEXING (PHASE 2)			
INDEX	Asphalt (Quantity in lbs)	40,180,000	18,612,000
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.1462/GAL
ASPHALT PRICE INDEXING (PHASE 3)			
INDEX	Asphalt (Quantity in lbs)	40,000,000	18,524,000
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.1462/GAL
ASPHALT PRICE INDEXING (PHASE 4)			
INDEX	Asphalt (Quantity in lbs)	43,640,000	20,209,200
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.1462/GAL
ASPHALT PRICE INDEXING (PHASE 5)			
INDEX	Asphalt (Quantity in lbs)	42,740,000	20,285,200
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.1462/GAL
ASPHALT PRICE INDEXING (PHASE 6)			
INDEX	Asphalt (Quantity in lbs)	38,458,000	17,815,600
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.1462/GAL
ASPHALT PRICE INDEXING (PHASE 7)			
INDEX	Asphalt (Quantity in lbs)	48,506,000	24,867,400
INDEX	Bid Asphalt Price Index (BAPI)	\$.20/lbs	\$2.6108/gal
		Fuel Index based on current month to be updated based on actual month of material placed	Procurement Note: Phase 4, Item 4 Site Work, calculation error; Bid Bond Page BBF-1 is missing

Recorded By: Sandra Platt (Sep 17, 2021 09:08 EDT)

Witness: Retta Rogers (Sep 17, 2021 09:09 EDT)

Witness: Jerrie Gunder (Sep 17, 2021 09:39 EDT)

APPARENTLY CONFORMING

Board of Directors Meeting - R2021-09-01 Engineering and Construction Update

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 (PCOs)	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$828,000	\$2,641,479	\$2,147,307	\$494,172	\$0	HDR awarded contract for Services During Construction. HDR is performing on-site daily observation including reports. Their services are critical in answering RFIs to keep the contractor working expeditiously. Change Order #4 increased contract to provide funding for contract completion.
					Last CO #02 02/22/21						
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$359,623	\$51,379,795	\$43,866,160	\$7,513,636	\$0	Manson Construction Co was awarded the construction contract to build Phases 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-1658	Upland Dredge Material Management Design & Construction	HDR Engineering	Engineering Design & Services During Construction for Toe Dike at Buck Island	\$340,055	\$58,967	\$399,022	\$346,821	\$52,201	\$0	HDR completed the design documents and will be performing administrative services during construction which includes reviewing submittals, RFIs, change order requests, and monthly inspections.
					Last CO #04 11/27/20						
	C-1737		Branche Diversified Inc.	Upland DMMA Construction Phase 1 - Buck Island	\$3,987,200	\$1,136,500	\$5,123,700	\$4,947,400	\$176,300	\$0	Branche 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. Branche 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.
					Last CO #04 07/27/2021						
C-1737A	Branche Diversified Inc.	Remove Dredge Materials DMMA Cell "B" Buck Island	\$5,950,000	\$0	\$5,950,000	\$0	\$5,950,000	\$0	NTP issued September 21st 2021.		
AE-1737A	C&ES	Engineering & Inspection Services for Buck Island DMMA	\$116,032	\$0	\$116,032	\$42,006	\$74,026	\$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	\$262,600	\$3,500	\$266,100	\$87,407	\$208,693	\$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.
					Last CO #01 03/05/21						
C-1728		Realco Recycling Co., Inc.	TMT Westrock Buildings Demolition	\$606,570		\$606,570	\$87,407	\$548,163	\$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	\$328,948	\$669,647	\$669,647	\$0	\$0	Intron Technologies has completed the underdeck repairs and completed repairs on the expansion joints on the top of the bridge. They are demobilizing their equipment.
6	C-1671	August Drive Sheet Pile Wall Replacement	Poseidon Dredge & Marine, Inc.	August Drive Sheet Pile Wall Replacement	\$2,276,305	\$0	\$2,276,305	\$2,115,673	\$207,134	\$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.
					\$2,276,305	\$46,402	\$2,322,707				
6	AE-1611A	Pile Cap & Beam Rehab - TMT	HDR Engineering, Inc.	Design Services for Pile Jacket Program	\$141,569	\$71,200	\$212,769	\$160,891	\$51,878	\$0	HDR Engineering provided design services and is providing Services During Construction for the pile jacket repair project at Berth 4 at TMT.
	MC-1611		Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning Berth 5	\$967,800		\$967,800	\$203,298	\$664,502	\$486,200	
	C-1611		Underwater Mechanix, Inc	TMT Pile Jacket Repair - Berth 4	\$630,299	\$259,520	\$889,819	\$762,227	\$136,592	\$146,753	
					CO #2 07/15/21						
	AE-1790		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$0	\$143,950	\$14,496	\$129,454	\$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	\$85,668	\$939,802	\$860,626	\$79,176	\$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.
						Last CO #04 08/25/21					
Grand Totals					\$71,628,169		\$74,804,497	\$56,241,266	\$16,286,926	\$632,953	

Financial Highlights

August 2021

As we approach year end, our August Operating Revenues at \$5.955 million continue the stable performance we have experienced over the course of the year. Container Revenue at \$3.0 million was over budget by \$419 thousand and over prior year by \$236 thousand. This is significant as it shows we have overcome the consolidation of the EC1 Asian service reported in March by gaining additional business. Domestic carriers continue strong performance as does SSA. Auto revenue at \$1.1 million lags budget and prior year. This is the result of fewer autos being manufactured worldwide due to supply chain shortages of computer chips. Military exercise "CentCom" produced \$133 thousand in Revenue, 26% ahead of plan. This exercise processed 517 units, 45% over plan, an indication that the majority of the units were lighter weight as we bill the Military by short ton weight rather than by units. Bulk categories had respectable performance. Lease Revenue contributes the largest amount to this line item while per ton rates are quite low. As a result, there is frequently a disparity when Revenue and Tonnage results are compared to budget. Other Operating Revenue contributed \$1.1 million, largely attributable to Tipping Fees of \$852 thousand. As stated previously, due to capacity constraints at our dredge spoil sites, we do not expect to report additional revenue from this source for the foreseeable future.

EXPENSES

Expenses remain well-controlled with nearly all categories under budget for the month. Security expense was under budget by \$78 thousand as our security contractors are challenged with filling vacant, lower level positions. JAXPORT has agreed to increase wage rates effective October 1st which should offer our vendors assistance in attracting qualified candidates to security positions.

Net Revenue Before Depreciation was \$2.7 million, \$1.3 million above plan. This performance represents a significant improvement over prior year's results of (\$3.8 million); however, last year's results included a \$6 million debt payment which was not repeated this year.

YEAR-TO-DATE

Through 11 months, we report solid Revenues of \$60.2 million. All categories are outperforming budget with the exception of Cruise. Carnival has not yet confirmed a restart date for Jacksonville sailings. Consequently, we expect no revenue from this source through fiscal year end. Though Expenses are under budget by \$2.6 million and below prior period by \$1.6 million. Our most unpredictable expense, Berth Maintenance Dredging, is below plan by \$1.1 million, however, we will begin dredging the Talleyrand berths in September and the expense associated with this typically heavy event will erode some of this favorable variance. Net Income Before Depreciation is \$13.7 million, \$4.7 million ahead of plan.

BALANCE SHEET

The Balance Sheet remains stable with Cash at target levels and Receivables turning as normal. Noteworthy, in August, JAXPORT executed the terms of the SSA lease 2nd Amendment approved by the Board in July. That entailed returning \$4 million of a cash payment made by SSA as a part of SSA's commitment to fund Harbor Deepening, and waiving the \$6 million payment originally expected this year. The favorable variance to Revenue budget accumulated this year along with savings in Expenses provided ample cash to complete this transaction.

CONCERNS

None at this time.

VITAL STATISTICS

AUGUST FY2021 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	121	124	121	-2%	0%	1,397	1,360	1,383	3%	1%
Total Tons	883,094	796,421	818,462	11%	8%	9,570,925	8,760,630	8,994,582	9%	6%
Total Revenue	\$5,954,588	\$5,060,302	\$5,622,773	18%	6%	\$60,171,426	\$54,234,747	\$59,899,928	11%	0%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$3,007,553	\$2,588,698	\$2,771,125	16%	9%	\$31,874,230	\$28,475,678	\$30,006,217	12%	6%
Container TEU's	118,735	105,423	115,990	13%	2%	1,299,836	1,159,651	1,158,350	12%	12%
ICTF Rail Lifts	2,106	1,500	1,119	40%	88%	16,116	16,500	12,430	-2%	30%
Auto Revenue	\$1,147,363	\$1,248,788	\$1,449,420	-8%	-21%	\$14,046,508	\$13,736,668	\$14,103,785	2%	0%
Auto Units	45,628	49,063	53,516	-7%	-15%	575,565	539,692	497,450	7%	16%
Military Revenue	\$133,016	\$105,834	\$31,912	26%	317%	\$1,243,865	\$1,164,174	\$1,188,816	7%	5%
Military Units	517	356	355	45%	46%	6,551	3,917	6,730	67%	-3%
Breakbulk Revenue	\$250,846	\$341,094	\$361,017	-26%	-31%	\$4,521,330	\$3,752,034	\$3,643,286	21%	24%
Breakbulk Tons	38,108	65,484	69,541	-42%	-45%	662,672	720,329	707,191	-8%	-6%
Liquid Bulk Revenue	\$139,026	\$109,386	\$70,557	27%	97%	\$1,384,920	\$1,203,246	\$1,431,079	15%	-3%
Liquid Bulk Tons	45,012	24,125	13,575	87%	232%	406,974	265,370	383,055	53%	6%
Dry Bulk Revenue	\$219,185	\$168,247	\$139,878	30%	57%	\$1,913,091	\$1,850,717	\$1,821,924	3%	5%
Dry Bulk Tons	140,187	66,819	47,524	110%	195%	763,855	735,005	695,378	4%	10%
Cruise Revenue	\$0	\$285,715	\$0	-100%	0%	\$0	\$1,714,290	\$1,896,597	-100%	-100%
Cruise Passengers	-	11,429	-	-100%	0%	-	68,571	74,865	-100%	-100%
Total Cargo Revenue	\$4,896,990	\$4,847,762	\$4,823,909	1%	2%	\$54,983,944	\$51,896,807	\$54,091,704	6%	2%
Other Revenue	\$1,057,598	\$212,540	\$798,864	398%	32%	\$5,187,482	\$2,337,940	\$5,808,224	122%	-11%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 11 months ending 08/31/2021

	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	3,007,553	2,588,698	418,855	2,771,125	31,874,230	28,475,678	3,398,552	30,006,217
AUTOS	1,147,363	1,248,788	(101,425)	1,449,420	14,046,509	13,736,668	309,841	14,103,784
MILITARY	133,016	105,834	27,182	31,912	1,243,865	1,164,174	79,691	1,188,816
BREAK BULK	250,846	341,094	(90,248)	361,017	4,521,330	3,752,034	769,296	3,643,286
LIQUID BULK	139,026	109,386	29,640	70,557	1,384,919	1,203,246	181,673	1,431,080
DRY BULK	219,185	168,247	50,938	139,878	1,913,091	1,850,717	62,374	1,821,924
CRUISE	-	285,715	(285,715)	-	-	1,714,290	(1,714,290)	1,896,597
OTHER OPERATING REVENUE	1,057,598	212,540	845,058	798,864	5,187,482	2,337,940	2,849,542	5,808,224
TOTAL OPERATING REVENUES	5,954,588	5,060,302	894,286	5,622,773	60,171,426	54,234,747	5,936,679	59,899,928
OPERATING EXPENSES								
SALARIES & BENEFITS	1,419,151	1,479,710	(60,559)	1,301,157	16,042,116	16,105,823	(63,707)	15,519,837
SERVICES & SUPPLIES	343,322	340,895	2,427	257,254	3,483,404	3,749,845	(266,441)	3,702,684
SECURITY SERVICES	339,220	417,445	(78,225)	391,053	4,040,600	4,591,895	(551,295)	4,672,780
BUSINESS TRAVEL AND TRAINING	16,087	36,927	(20,840)	3,677	125,102	406,197	(281,095)	274,269
PROMO,ADV,DUES & MEMBERSHIPS	61,850	52,659	9,191	20,448	476,982	579,249	(102,267)	523,119
UTILITY SERVICES	86,065	66,989	19,076	74,871	634,037	736,879	(102,842)	701,446
REPAIRS & MAINTENANCE	136,426	151,017	(14,591)	147,098	1,682,575	1,661,187	21,388	1,727,386
CRANE MAINTENANCE PASS THRU	(51,371)	(37,500)	(13,871)	(29,499)	(430,068)	(412,500)	(17,568)	(353,466)
BERTH MAINTENANCE DREDGING	380,785	458,312	(77,527)	204,803	3,918,174	5,041,432	(1,123,258)	4,872,205
MISCELLANEOUS	7,284	19,541	(12,257)	12,365	142,745	214,951	(72,206)	150,900
TOTAL OPERATING EXPENSES	2,738,818	2,985,995	(247,176)	2,383,228	30,115,667	32,674,958	(2,559,291)	31,791,158
OPERATING INC BEFORE DS AND DEPR	3,215,770	2,074,307	1,141,463	3,239,545	30,055,758	21,559,789	8,495,969	28,108,770
NON OPERATING INCOME								
INVESTMENT INCOME	733	12,194	(11,461)	782	8,864	134,134	(125,270)	224,569
SHARED REVENUE FROM CITY	818,966	799,026	19,940	92,702	9,022,967	8,789,286	233,681	1,754,924
TOTAL NON OPERATING ITEMS	819,699	811,220	8,479	93,484	9,031,831	8,923,420	108,411	1,979,493
NON OPERATING EXPENSE								
DEBT SERVICE (LESS \$6M LOC PYMT)	1,305,796	1,408,117	(102,321)	7,157,294	14,708,678	21,489,283	(6,780,605)	19,140,046
SSA CONTRACT AMENDMENT	-	-	-	-	10,000,000	-	10,000,000	-
CONTRIBUTIONS TO TENANTS	-	-	-	-	-	-	-	900,539
CRANE RELOCATION	-	-	-	191	706,429	-	706,429	191
OTHER NON OP EXPENSE	2,470	678	1,792	2,470	8,934	7,458	1,476	9,235
TOTAL NON OPERATING EXPENSE	1,308,266	1,408,795	(100,529)	7,159,955	25,424,041	21,496,741	3,927,300	20,050,012
INCOME BEFORE DEPRECIATION	2,727,203	1,476,732	1,250,470	(3,826,926)	13,663,548	8,986,468	4,677,080	10,038,250

Jacksonville Port Authority
Balance Sheet (in thousands)
At August 31, 2021

	<u>August 31, 2021</u>	<u>July 31, 2021</u>	<u>September 30, 2020</u>
Current Assets			
Cash & cash equivalents	17,216	15,953	16,788
Restricted cash & cash equivalents	6,938	5,728	7,867
Accounts receivable, net	6,202	6,949	6,056
Notes and other receivables	498	484	1,138
Grants receivable	26,651	27,042	21,216
Inventories and other assets	2,021	2,102	1,667
Total Current Assets	59,526	58,258	54,732
Noncurrent Assets			
Restricted cash & cash equivalents	15,974	15,979	16,087
Restricted Cash for Cap Projects	1,072	1,072	3,457
Deferred outflow of resources	10,949	10,980	11,284
Capital Assets, net	848,658	847,404	849,045
Total Noncurrent Assets	876,653	875,435	879,873
Total Assets	936,179	933,693	934,605
Current liabilities			
Accounts payable	1,366	1,046	1,755
Construction accounts payable	2,688	2,936	3,293
Accrued expenses	863	785	895
Accrued interest payable	2,286	1,713	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	22,570	21,847	24,675
Noncurrent liabilities			
Unearned Revenue	118,310	123,394	129,022
Accrued Expenses	3,395	3,410	3,406
Line of credit	15,479	14,207	19,346
Bonds and notes payable	214,816	214,832	222,152
Short Term Borrowings - COJ	27,800	29,800	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	407,867	413,710	439,693
Total Liabilities	430,437	435,557	464,368
Net Position	505,742	498,136	470,237



COMMERCIAL

REPORT

JAXPORT BOARD MEETING

September 2021

COMMERCIAL OVERVIEW

INDUSTRY HIGHLIGHTS:

- **Containers – Strong volumes consistent with industry trends**
- **Vehicles – Volumes up YOY: High demand; production challenges**
- **Breakbulk – Steady volumes; anticipate strong FY finish**
- **Foreign Trade Zone – Multiple projects in progress**

COMMERCIAL OVERVIEW

NEW BUSINESS EXAMPLES

BUSINESS	CARGO/COMMODITY	PROJECTED REVENUE/YEAR
PROJECT PRIDE	CONTAINER; MEATS	\$90,000
PROJET MODES	BREAKBULK; STEEL	\$42,000
PROJECT BACK	BREAKBULK; FOREST	\$39,000
PROJECT NOTEBOOK	CONTAINER; PAPER	\$20,000

COMMERCIAL OVERVIEW

SAMPLE OPPORTUNITIES IN PIPELINE

BUSINESS	CARGO/COMMODITY	PROJECTED REVENUE/YEAR
PROJECT LINCOLN	BREAKBULK; LOGS	\$170,000
PROJECT LIBERTY	CONTAINER; FOOD	\$100,000
PROJECT TAN	CONTAINER; CAR PARTS	\$34,000
PROJECT BARREL	BREAKBULK, FOOD	\$25,000

TOTAL OPEN OPPORTUNITIES: = \$14.1 MILLION in Pipeline



COMMERCIAL

REPORT

JAXPORT BOARD MEETING

September 2021



Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

AWARDS COMMITTEE GO TO MEETING MINUTES
September 24, 2021

Awards Committee Attending:

Mr. Fred Wong – Chairman
Mr. Robert Peek
Ms. Retta Rogers
Ms. Sandra Platt, Recording Secretary

Other Attendees:

James Bennett
Marv Grieve
Cliff Baker
Justin Higgins
Beth McCague
Fred Wessling
Dan Deptula
Ken Page
Ari Steinberg
Brian Mannelly

Fred Wong called the meeting to order at 9:30 AM

Item No. 1

AC2021-09-01

SSA JCT – Container Yard Improvements
JPA Project No.: B2020.01 JPA Contract No.: C-1772
Superior Construction Company Southeast, LLC
\$48,876,120 plus 5% contingency

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

Item No. 2

AC2021-09-02

Turnkey Furnish and Install Radar Speed Signs at BIMT
JPA Project No.: B2021.09 JPA Contract No.: MC-1779R
Pars Construction Services, LLC
\$122,613

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

Item No. 3

AC2021-09-03

UPM Railroad Upgrades at TMT
JPA Project No.: T2021.08 JPA Contract No.: MC-1799
Jacksonville Port Terminal Railroad (JXPT)
\$319,159

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

Item No. 4

AC2021-09-04

Lease/Rental of Multifunction Devices
JPA Project G/L No.: 194.5380 JPA Contract No.: 21-07
Robert J. Young Company, LLC
\$32,943

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

Item No. 5

AC2021-09-05

Trash Collection Services

JPA Project G/L No.: 194.5380

JPA Contract No.: 21-06R

GFL Environmental, Inc., aka GFL Solid Waste Southeast, LLC

\$20,614

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

(Item No. 1 requires Board Approval)

The meeting was adjourned at 9:57 AM