

Board of Directors Meeting

December 05, 2022 09:00 AM



Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

Ed Fleming

II. [Approval of Minutes - Board of Directors Meeting - September 26, 2022](#)

Chair Palmer
Clarkson

III. Public Comments

IV. Presentations

Milestones:

Brian Capprotti, Facilities Maintenance Tech III - 10 years - Presented by James Bennett
Sherri Lee, Executive Asst., Engineering & Construction - 10 years - Presented by James Bennett
Linda Williams, Chief, Adm. & Corporate Performance - 30 years - Presented by Eric Green

JAXPORT Employee Recognition for Board Room Renovations

Eric Green/James
Bennett

Recognition of Immediate Past Chair Wendy Hamilton

Chair Palmer
Clarkson

V. New Business

[BD2022-12-01 Public Transportation Grant Agreement - Power Lines](#)

Beth McCague

[BD2022-12-02 Sovereignty Submerged Land Lease Renewal](#)

James Bennett

DPMT Berth 10 (Cruise Terminal)

[AC-2022-11-22-01 Dismantle, Removal & Disposal of the TMT Kone Crane](#)

James Bennett

Industrial & Crane Services, Inc.

VI. CEO Update

Eric Green

VII. Reports

[R2022-12-01 Engineering and Construction Update](#)

James Bennett

[R2022-12-02 Financial Highlights by Beth McCague](#)

Info Only

[R2022-12-03 Financials/Vital Statistics](#)

Mike McClung

[R2022-12-04 Commercial Highlights](#)

Robert Peek

VIII. Other Business

Approval of Travel

Chair Palmer
Clarkson

Approval of Travel - Chair Palmer Clarkson 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 January/February 2023.

Approval of CEO Travel - Chair Palmer Clarkson approves all travel by the CEO for individual trips for business purposes not exceeding \$2,500 starting now through September 30, 2023.

IX. Miscellaneous

[A. Awards Committee Meeting Minutes - November 22, 2022](#)

B. Emergency Purchases - None

C. Unbudgeted Transactions - None

X. Adjourn

Chair Palmer
Clarkson

The next JAXPORT Board of Directors meeting will be held on
Monday, January 23, 2023 @9:00AM



Minutes for Board of Directors Meeting

09/26/2022 | 09:00 AM - 10:35 AM - Eastern Time (US and Canada)

JAXPORT Security Operations Center, Training Room, 9530 New Berlin Court, Jacksonville, FL

Board Members Attending:

Ms. Wendy Hamilton, Chair
Mr. Palmer Clarkson, Vice Chair
Mr. Daniel Bean, Treasurer
Mr. Brad Talbert, Secretary
Mr. Jamie Shelton, Member
Mr. Ed Fleming, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief Financial Officer/Chief of Staff
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. Reece Wilson, Office of General Counsel
Mr. Ron Salem, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, September 26, 2022 in the Training Room at the Security Operations Center, 9530 New Berlin Court, Jacksonville, Florida. Chairwoman Wendy Hamilton called the meeting to order at 9:00 a.m. and welcomed all attendees. Board Member Brad Talbert led the audience in a moment of silence and the Pledge of Allegiance.

Approval of Minutes - Board of Directors Meeting - June 27, 2022

Board Chair Hamilton called for approval of the June 27, 2022 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Talbert, the Board unanimously approved the minutes as submitted.

Public Comments

Board Chair Hamilton called for comments from the public. Mr. Mike Noon, COO of Tote spoke to the Board regarding Tote's current storm berthing agreement. Tote is requesting emergency use of Crowley's berth due to incoming storm Hurricane Ian. Kyle Winham, Sr. Counsel for Crowley, advised the Board that Crowley is not opposed to Tote using their berth during the upcoming storm. After discussion by the Board, it was decided that all parties would meet with management following the Board meeting to discuss a potential plan to include insurance policy coverages.

Presentations:

Milestones

Mr. Derrick Lewis recognized Corey Bell, Public Safety Administration, for reaching his 10-year milestone and thanked him for his service.

Mr. James Bennett recognized Ronald Tucker, Marine Terminal Welder, for reaching his 25-year milestone and thanked him for his service.

Port Partner Recognition: US Coast Guard, CBP & FBI

CEO Eric Green and Board Chair Wendy Hamilton recognized division leaders from the three federal agencies who help facilitate the safe and secure movement of cargo through JAXPORT's facilities and then presented commemorative plaques to Capt. Janet Espino-Young, Commander of U.S. Coast Guard Sector Jacksonville; Area Port Director Jennifer Bradshaw, from U.S. Customs and Border Protection Area Port of Jacksonville; and Special Agent in Charge Sherri Onks from the FBI Jacksonville Field Office.

Board Chair Hamilton thanked them for their service and for the important roles they serve in keeping the supply chain safely moving for the people of Florida and throughout the United States.

Chair Update - Audit Committee Update

Board Chair Hamilton called on Palmer Clarkson, Chair of the Audit Committee, for a brief recap of the CEO's annual performance review and evaluation presentation made earlier today at the Audit Committee meeting.

Mr. Clarkson stated that the Audit Committee discussed Mr. Green's compensation bonus for FY22. He stated that the Audit Committee believes that Mr. Green did a masterful job in 2022 and that the port is in very good condition and has great leadership. He stated that the port's performance allowed the CEO to achieve a 25% bonus based on the previous agreement that the Audit Committee approved a year ago. Mr. Clarkson stated that the entire Audit Committee voted to give Mr. Green the full 100% bonus which is 25% of his current salary. He stated that the Audit Committee appreciates the great job Mr. Green is doing and expects it to continue.

Board Chair Hamilton asked if any other Audit Committee members had comments. Mr. Bean stated that it was an easy decision and thanked Eric and his team for all the great work they

did. Mr. Talbert stated that he concurs with Mr. Bean and that he has no issues and is very excited for the future of the port.

Ms. Hamilton then called for a vote on the Audit Committee's recommendation to approve the CEO's review and evaluation for FY22. After a motion by Mr. Clarkson and a second by Mr. Bean, the Board unanimously voted to approve the CEO's FY22 review and evaluation and approve the full targeted 25% bonus award.

Proposed Slate of Board Officers

Board Chair Hamilton asked Mr. Clarkson to give an update on the Audit Committee's recommendation as to the proposed slate of board officers to serve a term starting October 1, 2022 through September 30, 2023.

Mr. Clarkson stated that the Audit Committee recommended that the current slate of Board officers immediately move up which would make Palmer Clarkson Chairman, Daniel Bean, Vice Chairman, Brad Talbert, Treasurer, and Wendy Hamilton, Secretary for a term beginning October 1, 2022 through September 30, 2023.

After a motion by Mr. Fleming and a second by Mr. Talbert, the Board unanimously approved this slate of officers to serve a term beginning October 1, 2022 through September 30, 2022.

Mr. Clarkson stated that the Audit Committee proposed that beginning October 1, 2022 through September 30, 2023, the Audit Committee will be chaired by Daniel Bean and Brad Talbert, Ed Fleming and Wendy Hamilton will serve as Audit Committee members.

After a motion by Mr. Clarkson and a second by Mr. Bean, the Board unanimously approved this slate of Audit Committee officers to serve a term beginning October 1, 2022 through September 30, 2022.

Ms. Hamilton also thanked Board Member Daniel Bean for continuing to serve as JAXPORT's representative on the TPO. Mr. Bean has been serving as JAXPORT's TPO rep since former Chairman John Baker asked him to take on this role in December of 2019.

New Business

BD2022-09-01 Foreign Trade Zone Service Area Expansion Eastern Alachua County

Mr. Justin Ryan presented this submission for Board approval of a resolution authorizing the addition of Eastern Alachua County to the zone area of FTZ No. 64.

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

AC2022-09-01 Purchase of Six (6) Caterpillar 3516B Diesel Generator Sets (Used) - RECISSION of Award AC2022-06-05)

Mr. James Bennett presented this submission for the Board to approve the rescission of a contract to Power System Services in the amount of \$1,650,000 for the purchase of six (6) Caterpillar 3516B Diesel Generator Sets.

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

AC2022-09-02 Purchase of Five (5) Caterpillar 3516B Diesel Generator Sets (Used) – Mid-America Engine

Mr. James Bennett presented this submission for Board approval of a contract to Mid-America Engine in the amount of \$1,327,000 for the purchase of five (5) Caterpillar 3516B Diesel Generator Sets.

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

AC2022-09-03 Facilities-Wide Concrete Pile Cleaning Underwater Mechanix Services, LLC

Mr. James Bennett presented this submission for Board approval of a contract to Underwater Mechanix Services, LLC for facilities-wide concrete pile cleaning at TMT and BIMT in the amount of \$877,182.

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

AC2022-09-04 Professional Hydrographic Surveying Services Arc Surveying & Mapping, Inc.

Mr. James Bennett presented this submission for Board approval of a contract to Arc Surveying & Mapping, Inc. for Professional Hydrographic Surveying Services in the estimated amount of \$520,000. The initial contract period is three (3) years with three (3) one-year (1) renewal options made at the sole discretion of JAXPORT, based on vendor's performance and adherence to all terms and conditions of the contract.

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

AC2022-09-05 Joint Agency Fuel – Gate Petroleum

Mr. James Bennett presented this submission for Board approval of the issuance of a master service agreement to Gate Petroleum for fuel in the annual estimated amount of \$1,577,544.

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

CEO Update

Mr. Green began his update by saying our hearts and prayers are with the people of Puerto Rico. The island sustained significant flooding and widespread power outages as a result of Hurricane Fiona. Mr. Green stated that he has personally been in contact with the CEO of the Puerto Rico Ports Authority, as well as their leadership team, to gauge the amount of damage and to see what kind of assistance JAXPORT can give to them. He states that he also remains in discussion with Puerto Rican Ocean Carriers to engage in the relief effort and the amounts of volume that will be shipped to the island to assist them. Last week, JAXPORT set up a donation relief fund with the American Red Cross and a link is available on JAXPORT's website to donate.

Mr. Green informed the Board that JAXPORT has been voted the top port in the nation for value and the top port on the East Coast for overall customer satisfaction by readers of Logistics Management Magazine. Mr. Green thanked the JAXPORT team as they continue to work and show the port's efficiency.

Mr. Green stated that due to the significant increase in fuel, the JAXPORT's tariff fuel charge will take effect on October 1 of this year. The tariff fuel charge is set at a base rate of \$3.45 per gallon, and the user of diesel cranes will pay anything above that rate. The port will continue to monitor this as the surcharge goes into effect.

Mr. Green informed the Board that SSA will be receiving their three new 100-gauge Post-Panamax cranes on February 14, 2023. It will take about 60-90 days to commission those cranes and get them running. JAXPORT is in constant contact with SSA. The port met with them last week during the breakbulk conference and discussed using JAXPORT crane techs to take care of the maintenance on these cranes. Mr. Green stated that the port and SSA have actually come to an agreement on this issue. This will be the first time a tenant will split the cost with JAXPORT to cover administrative fees as well as the cost of using JAXPORT employees for maintenance.

Mr. Green then introduced and turned the meeting over to Mr. Cas Pouderoyen, Sea Lead's Managing Director, Americas.

Mr. Pouderoyen informed the Board that Sea Lead Shipping selected JAXPORT as its first port of call on its US East Coast service. The rotation connects Jacksonville to four locations in Asia. Mr. Pouderoyen stated that Jacksonville's uncongested berths and the completed 47-foot deepening project were key factors in Sea Lead's decision to choose JAXPORT. He stated that Sea Lead's plans for growth at JAXPORT include staffing a Jacksonville service and sales center; increasing cargo volumes per sailing; increasing frequency of sailings and reviewing potential for additional vessel service.

Ms. Hamilton thanked Mr. Pouderoyen for his presentation and stated that Sea Lead is an important partner for JAXPORT. She stated that the port looks forward to the continued success of this partnership and the positive impact it will have on our cargo customers and community.

Reports

R2022-09-01 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board for the month of September 2022.

R2022-09-02 Engineering and Construction Update

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

R2022-09-03 Financials/Vital Statistics

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

R2022-09-04 Financial Highlights by Beth McCague

Ms. Beth McCague provided Financial Highlights to the Board in their books for the month of August 2022.

Other Business

After a motion by Mr. Bean and a second by Mr. Fleming, 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 September/October 2022.

There was one emergency purchase of 2 Trolley Motors on 8/11/22.

Adjourn

There being no further business of the Board, the meeting adjourned at 10:35 a.m.

BD2022-12-01



SUBMISSION FOR BOARD APPROVAL

**SUBJECT: Public Transportation Grant Agreement – Power Lines
Financial Project 437356-1-94-22**

COST: \$1,000,00 (50/50Match)

BUDGETED: N/A

SOURCE OF FUNDS: Capital and Local Grant

BACKGROUND: The project includes the environmental, engineering, design and construction work required to increase the minimum transmission conductor (Power Lines) clearance level from 175' above high tide level to 225' above high tide level at the Fulton Cut St. Johns River Crossing, situated just east of Blount Island.

STATUS: The Florida Department of Transportation (FDOT) has presented a Public Transportation Grant Agreement (PTGA) for the improvements to air draft at the Fulton Cut St. Johns River Crossing for an initial funding in FY 2023 in the amount of \$1,000,000. FDOT has programmed additional funds for this project in the FDOT workplan in amounts as follows:

2024	\$16,050,000
2025	\$ 4,000,000
2026	\$ 1,500,000

The grant is on a 50% FDOT and 50% JAXPORT matched funded basis.

RECOMMENDATION: It is recommended that the Jacksonville Port Authority Board of Directors approve the Public Transportation Grant Agreement and adopt the attached Resolution.

ATTACHMENTS:

Resolution

Public Transportation Grant Agreement (PTGA)

FDOT Letter of Commitment

BD2022-12-01



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer/Chief of Staff

Signature: Beth McCague
Beth McCague (Nov 16, 2022 10:05 EST)
Email: Beth.McCague@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Nov 16, 2022 10:19 EST)
Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

December 5, 2022
Meeting Date

Rebecca Dicks
December 05, 2022 9:42 AM
Rebecca Dicks/Recording Secretary

ATTEST:

Wendy O. Hamilton
December 05, 2022 10:05 AM
Wendy O. Hamilton, Secretary

J Palmer Clarkson
December 05, 2022 10:05 AM
J Palmer Clarkson, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE JACKSONVILLE PORT AUTHORITY FOR STATE FUNDING IN FDOT FISCAL YEAR 2023/2024 FOR AN AIR DRAFT ENHANCEMENT PROJECT

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) FM 437356-1 for an Air Draft Enhancement Project at the Fulton Cut St. Johns River Transmission Conductor Crossing; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will provide funds of \$1,000,000.00 in FDOT fiscal year 2023/2024 under Reimbursement Payment Provisions according to the terms and conditions of the PTGA.

NOW THERE, BE IT RESOLVED by JAXPORT:

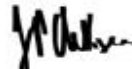
Section 1: JAXPORT confirms its desire to enter into the PTGA with FDOT.

Section 2: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign such documents as may be necessary, including the PTGA and any Supplemental Public Transportation Grant Agreement(s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certification and all other documents as may be required to support this project.

Section 3: Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADPOTED THIS 5th DAY OF DECEMBER 2022.

JACKSONVILLE PORT AUTHORITY



J. Palmer Clarkson, Chairman, 2022 10:05 AM

(Official Seal)

ATTEST



Wendy O. Hamilton, Secretary, December 05, 2022 10:04 AM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 437356-1-94-22	Fund(s): Work Activity Code/Function: 215	DPTO	FLAIR Category: 088794
	Federal Number/Federal Award	Object Code: 751000	Org. Code: 55022020229
	Identification Number (FAIN) – Transit only:	Vendor Number: F593730270001	
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and Jacksonville Port Authority, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Jaxport's deepening and widening initiative (air draft component), as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation
- Seaports**
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

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

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$2,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding 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,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** 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. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. 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 latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** 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 such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the 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.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency 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.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency 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.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency 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.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of 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 advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff 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

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency 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 Agency, 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 Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency 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 Agency’s audit period for each applicable audit year. In the event the Agency 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 Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, 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. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. 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 Agency’s audit reporting package, including corrective action plans and

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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 Agency 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 not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. 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;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. 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);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency 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 Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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- 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
 - c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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 Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** 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, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract 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 subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless 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 Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency 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.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) 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"), 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.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this 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. The Agency shall cause, or cause its contractor or consultant 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 Agency 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,

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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.

- d. 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 Agency 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 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.
- e. 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.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees 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.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Jacksonville Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

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

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Jaxport's channel deepening and widening initiative. This component of the initiative raises powerlines to enable the seaport's maximum utilization of Jaxport's channel capacity. These powerlines are currently carried by sets of three (3) double circuit lattice towers located on each side of the St. John's River and carry transmission lines across as well as within the river. The Tower Replacement component includes efforts required to increase the height of six (6) transmission circuits that cross the St. Johns River at the Fulton Cut Crossing.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): cables; circuits; concrete; conductors; contractor stand-by; construction; construction materials; construction services; construction inspection; dampers; debris removal; debris placement; demolition; design; environmental services; fasteners and connectors; foundations; geotechnical activities; installation; insulators; line retirement; materials disposal; mobilization and demobilization; materials testing; notifications; permitting; rebar; restoration and cleaning; shore and slope protection; structural components; structure staging; structure framing; steel; surveys; temporary structures; equipment and transportation means and methods to facilitate tower construction and transmission line installation; underwater inspection; water quality protection structures; wires, and wire pulling.

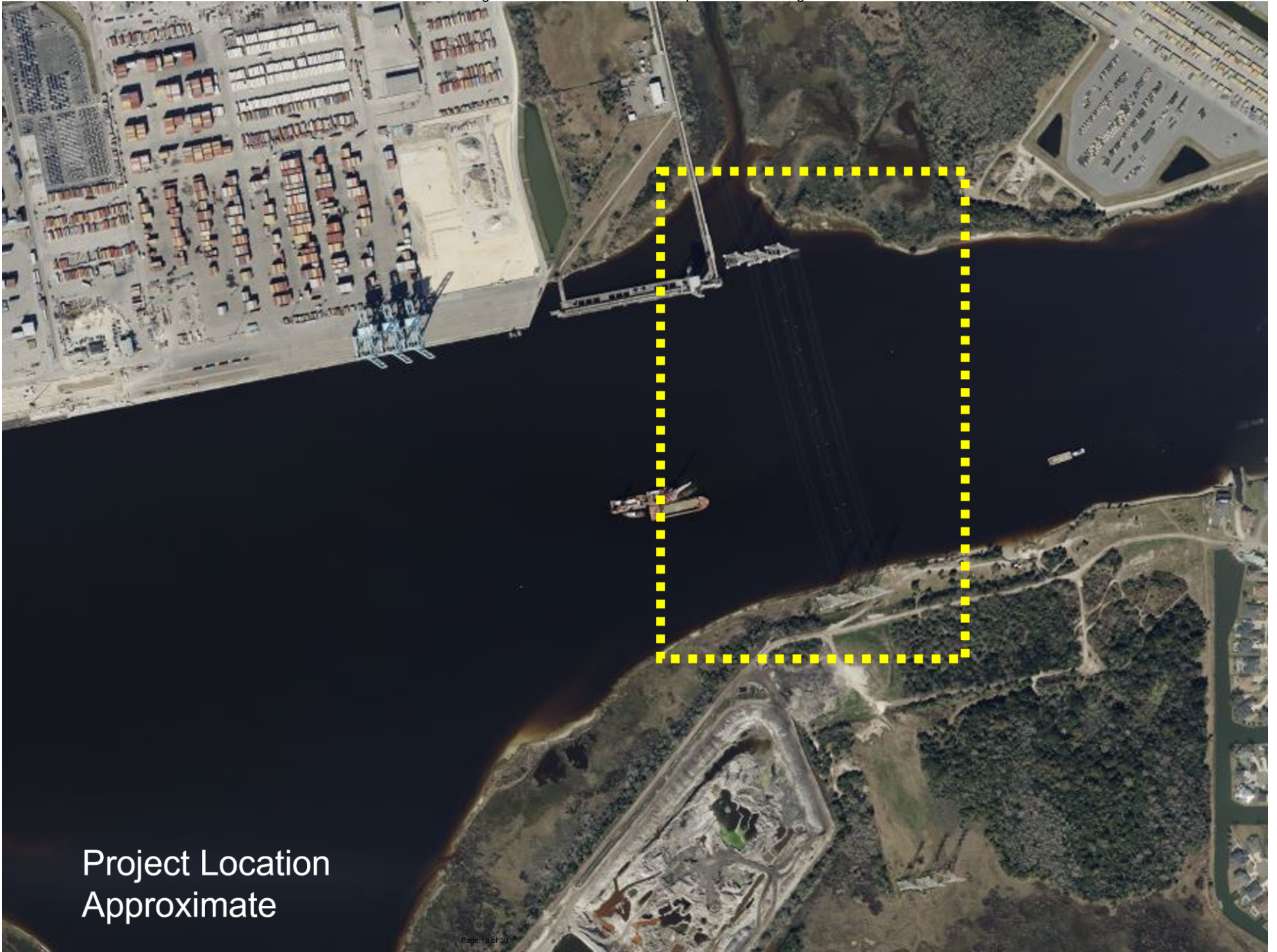
D. Deliverable(s):

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 Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Project Location
Approximate

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY 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
437356-1-94-22	DPTO	088794	2023	751000	55.005	Seaport Grant Program	\$1,000,000.00
437356-1-94-22	LF	088794	2023	-	-	Local Matching Funds	\$1,000,000.00
Total Financial Assistance							\$2,000,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,000,000.00	\$1,000,000.00	\$0.00	\$2,000,000.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,000,000.00	\$1,000,000.00	\$0.00	\$2,000,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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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.

Hunter Livingston

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 2 Seaport Coordinator (email: hunter.livingston@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Hunter Livingston.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (904) 360-5457; FAX: (904) 360-5519

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.
- G. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:
1. Acquire the land in accordance with federal and state laws governing such action.
 2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
 3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- H. Preserving Rights, Powers and Interest.**
1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
 2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
 3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.
- I. Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:
1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
 2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
 3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
 4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
 5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.
- J. Inspection or verification and approval of deliverables.** 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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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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OGC 09/22

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

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>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 09/22

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** \$1,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 13, 2022

Eric Green
Chief Executive Officer
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville FL, 32206

Re: Future Year Funding for the Jaxport Harbor Deepening and Widening Air Draft Project

Dear Mr. Green,

The Florida Department of Transportation has recently programmed additional funding for the state financial participation in Jaxport's Harbor Deepening and Widening Air Draft Project. This letter expresses commitment to fund the Project contingent upon legislative budget approval and the Governor's acceptance by signing appropriations into law. The table below outlines the Department's funding commitment for all fiscal years.

Financial Project No.	Fund	Fiscal Year	Amount
437356-1-94-22	DPTO	2023	\$1,000,000
437356-1-94-22	GMR	2024	\$16,050,000
437356-1-94-22	DPTO	2025	\$4,000,000
437356-1-94-22	GMR	2026	\$1,500,000
Total			\$22,550,000

If the seaport should have questions about this funding or the Department's Seaport Program, please contact Hunter Livingston, District Two Seaport Coordinator, at (904) 360-5693 or Hunter.Livingston@dot.state.fl.us.

Sincerely,

DocuSigned by:

Lauren Rand

59B63F4F321F429...

Lauren Rand
Manager, Seaport Office

BD2022-12-02



SUBMISSION FOR BOARD APPROVAL

SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL DPMT CRUISE TERMINAL WHARF, BERTH 10 (SSLL NO.: 160033122)		
COST: \$0.00 (Renewal Fee)		BUDGETED: N/A
SOURCE OF FUNDS: N/A		

BACKGROUND: JAXPORT originally entered into a Lease Agreement No. 160033122 (“SSLL”) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) in 2018 to operate a one-slip commercial docking facility and wharf, with a portion being on privately owned submerged lands to be used exclusively for mooring of a ship in conjunction with an upland ship terminal, without fueling facilities, with a sewage pump-out facility. The lease shall subsequently be renewed every five (5) years for continued operation on the same terms and conditions as the original lease.

STATUS: There is no cost to JAXPORT for the lease renewal. The State will finalize the renewal upon acceptance.

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

ATTACHMENTS:

- Map showing location of SSLL and Sovereignty Submerged Lands Lease Instrument with Sketch and Property Description
- Agreement for execution with Board of Trustees of Internal Improvement Trust Fund of the State of Florida.

BD2022-12-02



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James G. Bennett, PE
Chief Operating Officer

Signature: James G. Bennett, PE
James G. Bennett, PE (Nov 17, 2022 16:45 EST)
Email: James.Bennett@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Nov 17, 2022 18:54 EST)
Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

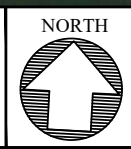
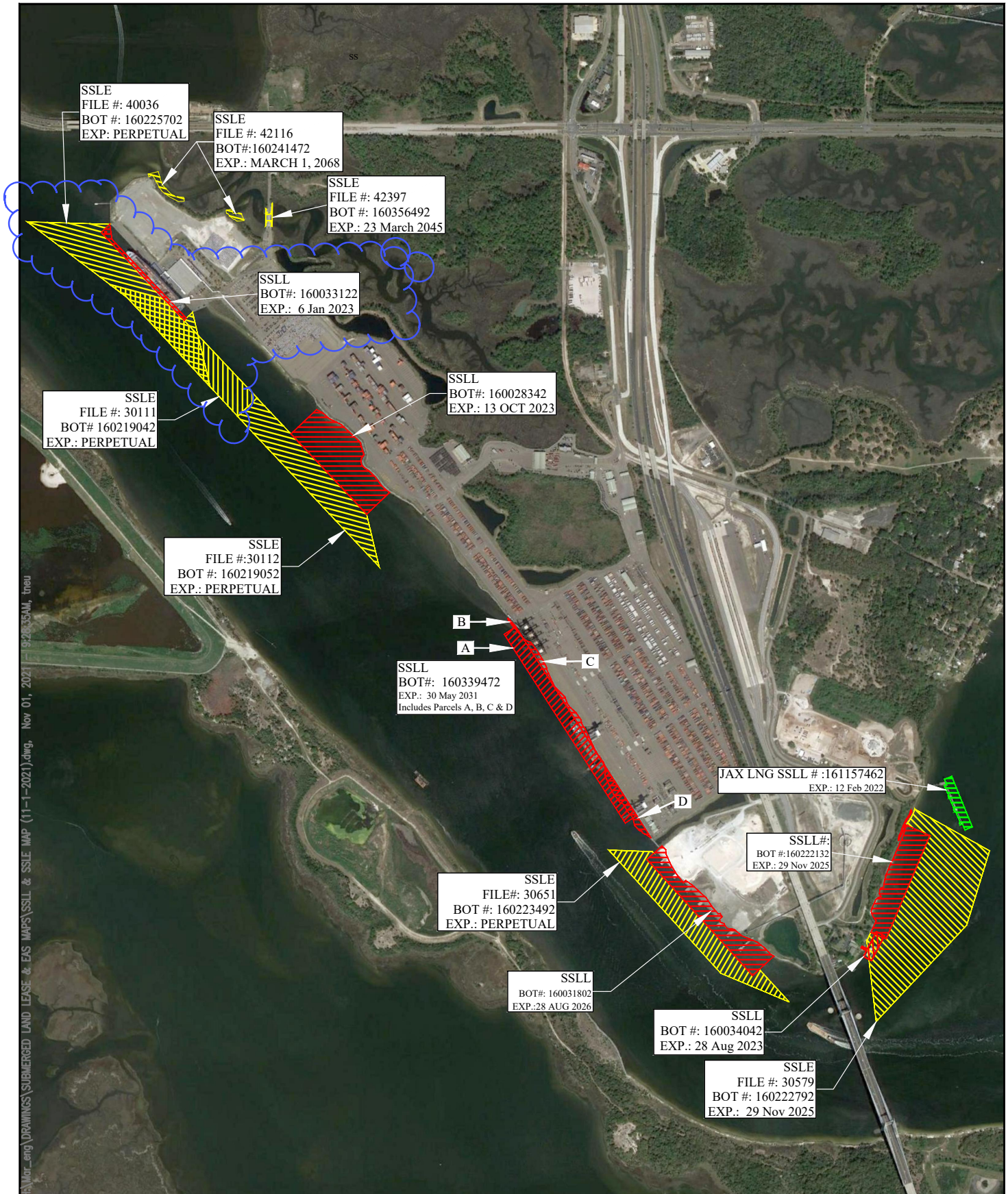
12/5/2022
Meeting Date

Rebecca Dicks
December 05, 2022 9:43 AM
Rebecca Dicks/Recording Secretary

ATTEST:

J. Palmer Clarkson
December 05, 2022 10:05 AM
J. Palmer Clarkson, Chairman

Wendy O. Hamilton
December 05, 2022 9:24 AM
Wendy O. Hamilton, Secretary



DAMES POINT MARINE TERMINAL SUBMERGED LAND LEASES & EASEMENT 2021	
LEGEND	
	JAXPORT SLL
	JAXPORT SSLE
	SSSL OTHERS

JAXPORT ENGINEERING &
CONSTRUCTION DEPARTMENT

2831 TALLEYRAND AVENUE
JACKSONVILLE, FL 32206

DATE	11/1/2021
SCALE	NTS

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 46171
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 160033122

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

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

A parcel of sovereignty submerged land in
Section 11, Township 01 South, Range 27 East, in St Johns River,
Duval County, Florida, containing 49,590 square feet, more or less,
as is more particularly described and shown on Attachment A, dated August 20, 2002.

TO HAVE THE USE OF the hereinabove described premises from January 6, 2023, the effective date of this lease renewal, through January 6, 2028, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 1-slip commercial docking facility and wharf, with a portion being on privately owned submerged lands to be used exclusively for mooring of a ship in conjunction with an upland ship terminal, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 16-137193-008-EI, dated January 6, 2003, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

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

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: By December 1 of each year during the term of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by the Lessee.

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

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

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

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

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

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

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

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

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

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

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

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

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

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

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

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

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

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

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

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

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

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

WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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

Original Signature

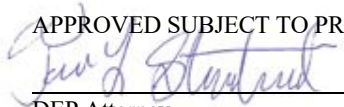
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:



11/15/2022

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Jacksonville Port Authority,
a public body politic and corporate _____ (SEAL)

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Eric Green
Typed/Printed Name of Executing Authority

Original Signature

Chief Executive Officer
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

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

My Commission Expires:

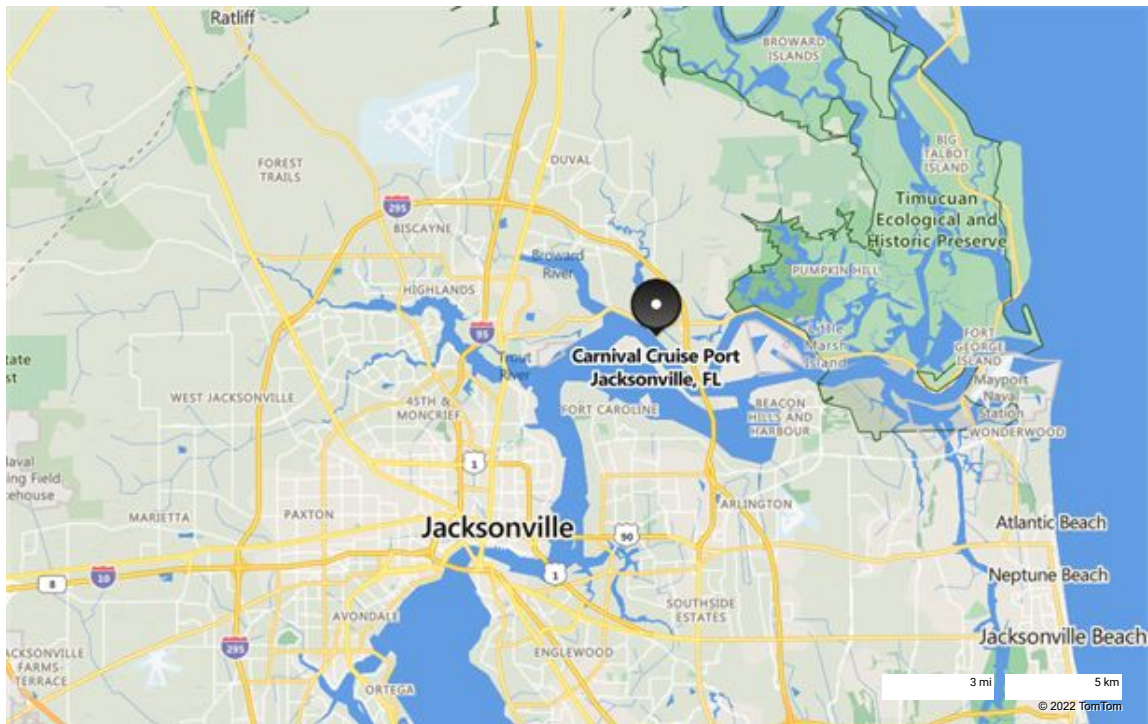
Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

9810 August Dr, Jacksonville, FL 32226





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

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

August 20, 2002

Work Order No. 00-251.02

Dames Point/Ed Austin Terminal

Submerged Land Lease

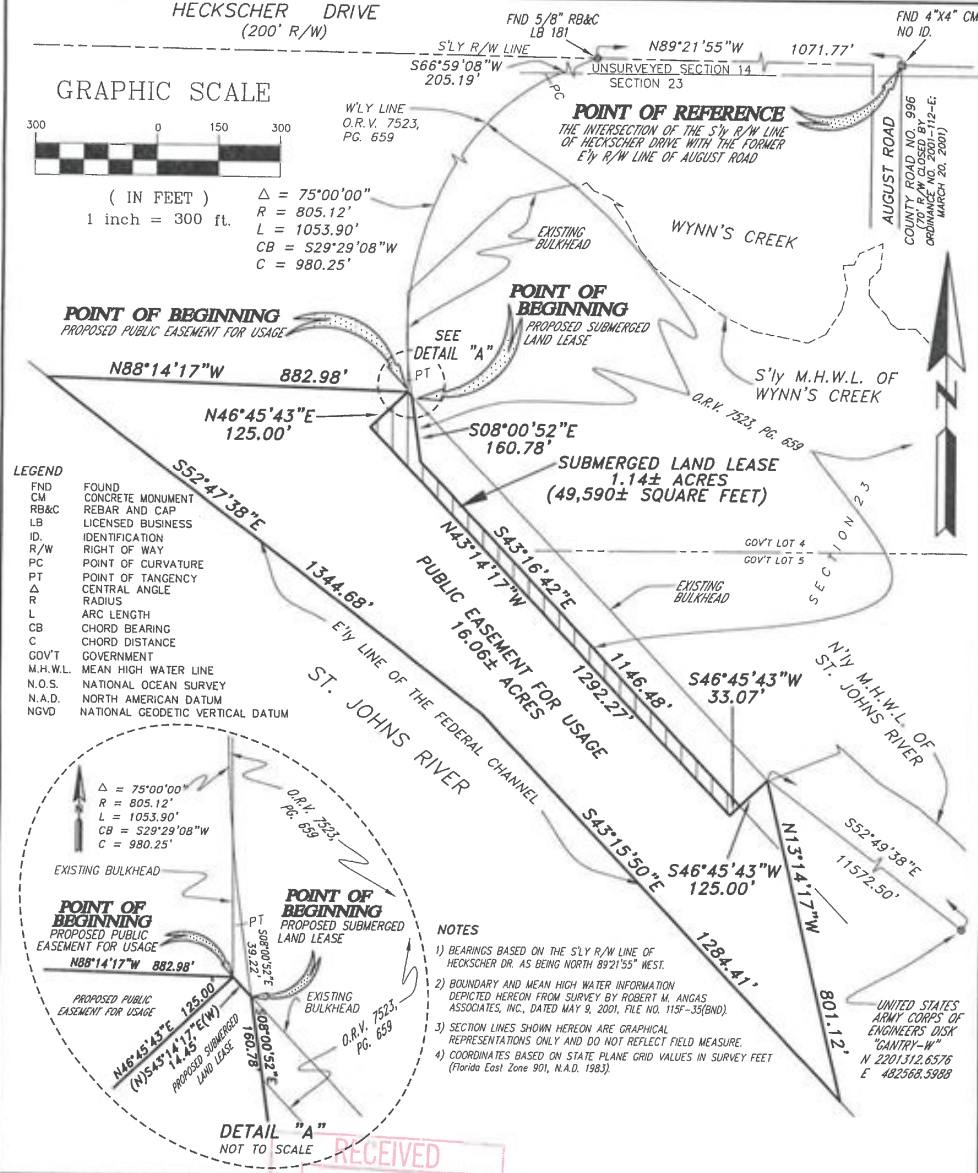
A portion of Submerged Sovereign Lands of the State of Florida, lying in the St. Johns River, being a portion of unsurveyed Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Heckscher Drive, a 200 foot right of way as now established with the former Easterly right of way line of August Road, County Road No. 996, a 70 foot right of way closed by Ordinance No. 2001-112-E, as recorded in the current Public Records of said county; thence North $89^{\circ} 21' 55''$ West, along said Southerly right of way line of Heckscher Drive, 1071.77 feet to its intersection with the Westerly line of those lands described and recorded in Official Records Volume 7523, page 659 of said current Public Records; thence Southwesterly along said Westerly line the following three (3) courses: 1) South $66^{\circ} 59' 08''$ West, departing said Southerly right of way line, 205.19 feet to the point of curvature of a curve concave Southeasterly, having a radius of 805.12 feet; 2) Southwesterly, along the arc of said curve through a central angle of $75^{\circ} 00' 00''$, an arc length of 1053.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $29^{\circ} 29' 08''$ West, 980.25 feet; 3) South $08^{\circ} 00' 52''$ East, 39.22 feet to the Point of Beginning.

From said Point of Beginning, continue along said Westerly line the following two (2) courses: 1) South $08^{\circ} 00' 52''$ East, 160.78 feet; 2) South $43^{\circ} 16' 42''$ East, 1146.48 feet; thence South $46^{\circ} 45' 43''$ West, departing said Westerly line, 33.07 feet; thence North $43^{\circ} 14' 17''$ West, 1292.27 feet; thence North $46^{\circ} 45' 43''$ East, 125.00 feet; thence South $43^{\circ} 14' 17''$ East, 14.45 feet to the Point of Beginning.

Containing 1.14 acres, more or less.

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



RECEIVED
 SEP 05 2002
 NORTHEAST DISTRICT
 DEP. - JACKSONVILLE

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

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

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

ROBERT M. ANGAS
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LS No. 6284

SCALE: 1" = 300' DATE: AUGUST 20, 2002

1017523 PG0659

OFFICIAL RECORDS

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 8th day of February, 1993, between HUGH F. CULVERHOUSE, Grantor, and JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, Tax ID No. 59-1009955, Grantee, whose post office address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206-3496; Attn: Managing Director;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to him in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida, to wit:

The Parcels labeled A, B, C1, C2, D1, D2, E, F, G and H as described in the nine (9) page Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TOGETHER WITH, but without warranty, all riparian and littoral rights thereunto appertaining.

Subject to ad valorem property taxes accruing subsequent to December 31, 1992 and to the items set forth in Exhibit B attached hereto.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This property is not the homestead of the Grantor.

Property Appraiser's Parcel I.D. #108828-0000
108828-0200
108828-0600
108828-0700
108828-0800
108878-0200
160830-0400

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Lillian Tramontano
Name: LILLIAN TRAMONTANO

Hugh F. Culverhouse
Name: HUGH F. CULVERHOUSE

Valarie G. Cappello
Name: VALARIE G. CAPPELLO

Address: 1408 N. Westshore Blvd.
Suite 908
Tampa, FL 33607

Documentary Tax P.F.S. 20102 \$ 68741.40
Documentary Tax P.F.S. 20103 \$
Inhibits Tax P.F.S. 199
Recd at: 458.164
Henry W. [unclear] of Court Clerk Duval County
By: R. L. Parke, Deputy Clerk

This Instrument Prepared By:
C. Wm. SENNEY
Regers, Towers, Uhley, Jones & Coy
1301 Gulf Life Drive, Suite 1500
Jacksonville, Florida 32207

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17523 860660

GENERAL RECORDS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of February, 1993 by Hugh F. Culverhouse, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Paula M. Cenkovich
Notary Public, State of Florida
Name: _____
My Commission: PAULA M. CENKOVICH
My Commission Number: _____



JOINDER IN DEED

DUNN'S TERMINAL, a dissolved Florida joint venture, by Hugh F. Culverhouse, its sole and last joint venturer and owner, of the County of Hillsborough, State of Florida, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has joined in this Deed and remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said Grantee, and its successors and assigns forever, all of its right, title and interest in and to the following described land, situate, lying and being in Duval County, Florida, to-wit:

The Parcels labeled A, B, C1, C2, D1, D2, E, F, G and H as described in the nine (9) page Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TOGETHER WITH all riparian and littoral rights thereunto appertaining.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all of its estate, right, title, interest, lien, equity and claim whatsoever, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Dunn's Terminal has executed this Joinder In Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Lillian Tramontano
Name: LILLIAN TRAMONTANO

Valarie G. Cappello
Name: VALARIE G. CAPPELLO

DUNN'S TERMINAL, a dissolved Florida joint venture
By: Hugh F. Culverhouse
Hugh F. Culverhouse, its sole and last joint venturer

07523 P60661

OFFICIAL RECORDS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of February, 1993 by Hugh F. Culverhouse, the sole and last joint venturer of Dunn's Terminal, a dissolved Florida joint venture, on behalf of the joint venture. He is personally known to me or has produced _____ as identification and did not take an oath.

Paula M. Cenkovich
Notary Public, State of Florida
Name: PAULA M. CENKOVICH
My Commission Expires: _____
My Commission Number: _____



KLM\CWR\CULVERHO\SPWARDEE

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PARCEL A

7523 PG0662

OFFICIAL RECORDS

A parcel of land being a part of Sections 14 and 23, Township 1 South, Range 27 East, Duval County, Florida and including submerged lands purchased from the State of Florida and being more particularly described as follows: Commence for a Point of Beginning at a point in the southerly right of way line of Heckscher Drive (a 200-foot R/W as now established) lying North 89° 13' 29" West, 561.85 feet from the intersection of said southerly right of way line of Heckscher Drive with the westerly right of way line of August Road (a 70-foot R/W as now established), said Point of Beginning also being the Northwest corner of the lands described in instrument recorded in O.R. Vol. 3245, page 176 of the current public records of said county; thence North 89° 13' 29" West along said southerly right of way line, 440 feet, more or less to the Beginning Point of a bulkhead line as described in Established Bulkhead Line Plat Book 1, page 17 of the current public records of Duval County, Florida; thence South 67° 00' 00" West along said bulkhead line, 205.19 feet to the point of curve of a curve to the left, having a radius of 805.12 feet; thence along the arc of said curve and along said bulkhead line, a chord distance of 980.25 feet on a bearing of South 29° 30' 90" West to the point of tangent of said curve; thence South 08° 00' 00" East along said bulkhead line, 200.0; thence South 43° 15' 50" East along said bulkhead line, 2976.34 feet to the point of termination of said bulkhead line; said point also being the most southerly corner of lands described in O.R. Vol. 2377, page 442, said public records; thence North 46° 44' 10" East along the southeasterly line of land described in said O.R. Vol. 2377, page 442 and along the most easterly line of lands described in O.R. Vol. 2303, page 5 of said public records, 310.62 feet; thence South 89° 03' 59" East 170 feet, more or less to the waters of the St. Johns River; thence meander said waters in a southeasterly direction 600 feet, more or less to the point on the northwesterly line of lands described as Parcel "A" in Order of Taking dated May 13, 1975 Duval County Circuit Court File No. 75-3528-CA; thence North 52° 44' 41" East along the aforementioned northwesterly line, 372 feet, more or less to the southwesterly right of way line of said August Road; thence North 37° 12' 57" West along said right of way line, 984.33 feet; thence North 37° 17' 19" West along said right of way line 925.43 feet to the point of curve of a curve to the right, having a radius of 1175.60 feet; thence along the arc of said curve, a chord distance of 767.21 feet on a bearing of North 18° 09' 51" West to the point of tangent of said curve, which point is the most southeasterly corner of the lands conveyed to the State of Florida Board of Trustees of the Internal Improvement Trust Fund by O.R. Vol. 3306, page 372; thence the next six calls go along the southerly, westerly and northerly boundary of the lands described in said O.R. Vol. 3306, page 372 (1) North 47° 00' 00" West, 575.0 feet; (2) thence South 66° 14' 27" West, 270.0 feet; (3) thence North 58° 19' 00" West, 440.0 feet; (4) thence North 43° 17' 48" West, 200.0 feet; (5) thence northeasterly 70 feet, more or less to the centerline of a creek or stream sometimes known as Wynn's Creek; (6) thence meander the centerline of said creek or stream in an easterly direction, 490 feet, more or less to a point lying on a bearing of South 14° 28' 31" West, 642 feet, more or less from the Point of Beginning, which point is the southwesterly corner of the lands described in O.R. Vol. 3245, page 176 of the current public records of Duval County, Florida; thence along said bearing and line, which is also the westerly boundary of the lands described in O.R. Vol. 3245, page 176, 642 feet, more or less to the Point of Beginning.

The above described parcel of land is subject to a 40-foot drainage easement as recorded in Official Records Vol. 350, page 407 and a 100-foot drainage easement as shown in said Plat Book 1, page 17 of the former public records of Duval County, Florida.

Exhibit A
Page 1

PARCEL B

7523 PG0663

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 4, Section 23 and a portion of unsurveyed Section 14, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at a point on the Southerly right of way line of Heckscher Drive (a 200-foot R/W as now established), lying North 89° 13' 29" West, 295.66 feet from the intersection of said Southerly right of way line of Heckscher Drive with the Westerly right of way line of August Road (a 70-foot R/W as now established), which point is also the Northeastery corner of lands described in O.R. Vol. 3245, page 176 of the current public records of Duval County, Florida; thence South 89° 13' 29" East along said Southerly right of way line, 295.66 feet to said Westerly right of way line; thence South 00° 48' 02" West along said Westerly right of way line 917 feet more or less to the centerline of a creek sometimes known as Wynn's Creek, said point also being the Northeast corner of lands conveyed and described in O.R. Vol. 3306, page 372 of the current public records of Duval County, Florida; thence meander centerline of said creek in a Westerly direction, 1060 feet, more or less to a point lying on a bearing of South 14° 28' 31" West, 471 feet, more or less from the Point of Beginning, said point also being the Southeast corner of lands described in said O.R. Vol. 3245, page 176; thence along said bearing and line and along the easterly line of the lands described in said O.R. Vol. 3245, page 176, 471 feet, more or less to the Point of Beginning.

Exhibit A-
Page 2

PARCEL C - 1

A parcel of land being a part of Sections 14 and 13, Township 1 South, Range 22 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Reference at the intersection of the Southerly right of way line of Hecksher Drive (a 200-foot R/W as now established) with the Easterly right of way line of August Road (a 70-foot R/W as now established); thence South 0° 48' 31" West along said Easterly right of way line, 200 feet to the Southwest corner of lands described in O.R. Vol. 6139, page 1697 of the current public records of Duval County, Florida and the Point of Beginning; thence continue South 0° 48' 31" West along said Easterly right of way 734.77 feet to the point of curve of a curve to the left, having a radius of 1166.3 feet; thence along the arc of said curve, a chord distance of 720.10 feet on a bearing of South 18° 15' 17" East to the point of tangent of said curve; thence South 33° 17' 41" East along said right of way line, 914.81 feet; thence South 33° 11' 11" East along said right of way line, 1041.56 feet to the Northerly line of lands described as Parcel "B" in Order of Taking dated May 13, 1975, Duval County Circuit Court File No. 75-1528-CA; thence South 65° 46' 55" East along said Northerly line 800.76 feet to the Northeasterly corner of the lands described as Parcel "B" in said Order of Taking; thence South 45° 13' 01" East along the Easterly line of lands described in Parcel "B" in said Order of Taking 1176.20 feet to the Northerly line of lands described in Parcel "C" in said Order of Taking; thence North 82° 58' 21" East along last said Northerly line, 838.67 feet to the Westerly right of way line of State Road 9-A (R/W varies); thence North 13° 58' 00" West along said Westerly right of way line, 470.69 feet; thence North 11° 58' 02" West along said Westerly right of way line, 158.20 feet to a point on a curve concave Northeasterly and having a radius of 1503.79 feet, said point also lying on the Southerly right of way line of a C.S.K. Transportation right of way is 150 foot R/W according to O.R. Vol. 1040, page 654; thence along the arc of said curve, 1151.27 feet and having a chord bearing and distance of North 38° 35' 06" West, 1121.36 feet to a point on the Southerly line of Tract 5 of the West Berlin Carrie Christopher Addition as recorded in Plat Book 73, page 21 of the current public records of Duval County, Florida; thence South 89° 38' 52" West along said Southerly line of Tract 5, 999.81 feet to a point on the Easterly line of the East one-half of the Northwest one-quarter of said Section 23; thence North 0° 09' 49" West along said Easterly line, 1323.49 feet to the South line of lands described in Deed Book 1416, page 486 of the current public records of Duval County, Florida; thence South 89° 50' 11" West along said South line, 660.71 feet to the Southwest corner of said lands; thence North 0° 09' 49" West along the Westerly line of said lands described in Deed Book 1416, page 486, 659.82 feet to the Northwest corner of said lands described in Deed Book 1416, page 486; thence North 89° 49' 11" East, 660.71 feet along the North line of said lands described in Deed Book 1416, page 486; thence North 0° 09' 49" West, 562.02 feet to a point lying on a curve

concave Southerly and having a radius of 3169.73 feet, said point also being on the Southerly right of way line of Access Road "C" as shown on Jacksonville Transportation Authority Map Section Number 77002-3513, dated December 19, 1986; thence along the arc of said curve 345.17 feet, and having a chord bearing and distance of North 88° 47' 01" West, 365.05 feet, said arc also lying on said Access Road "C" Southerly right of way line; thence South 88° 30' 51" West along said right of way line, 536.70 feet; thence North 00° 45' 23" East along said right of way line, 114.52 feet; thence North 22° 26' 02" West, 50.81 feet to a point on the Southerly right of way line of Hecksher Drive; thence North 83° 13' 29" West along said right of way line 403.91 feet; thence South 00° 50' 20" West along said right of way line, 50.07 feet; thence North 83° 13' 29" West along said right of way line, 593.15 feet to a point on the Easterly line of lands as described in O.R. Vol. 6221, page 2353 as recorded in the current public records of Duval County, Florida; thence South 0° 48' 31" West along said Easterly line of lands as described in O.R. Vol. 6221, page 2353, 200.00 feet; thence North 89° 13' 29" West, 200.00 feet to a point on the Easterly right of way line of August Road, also being the Point of Beginning.

The above lands are less and except any lands below the Mean High Water Line of Wynn's Creek and the marshes appurtenant thereto.

7523 PG0664

OFFICIAL RECORDS

Exhibit A
Page 3

PARCEL C-2

7523 PG0665

ORIGINAL RECORDS

A parcel of land being a part of Sections 23 and 24, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence at the intersection of the Southerly right of way line of a C.S.X. Transportation right of way (a 150-foot R/W) as described in O.R. Vol. 1040, page 654 of the current public records of Duval County, Florida, with the Easterly right of way line of State Road 9-A as shown on Jacksonville Transportation Authority Map Section Number 72002-3513 (R/W varies) for a Point of Beginning; thence South 15° 56' 35" East along the Easterly right of way line of said State Road 9-A, 339.84 feet; thence South 06° 38' 07" East along the Easterly right of way line of said State Road 9-A, 32.38 feet to a point on the Northerly line of Parcel "C" described in Order of Taking, May 13, 1975, Duval County Circuit Court File number 75-3528-CA; thence North 82° 57' 52" East along said Northerly line of said Parcel "C", 372.93 feet to the Easterly line of Section 23; thence North 82° 19' 52" East along the Northerly line of said Parcel "C", 74.72 feet to a point on the Southerly right of way line of said C.S.X. Transportation right of way; thence North 68° 53' 09" West along said C.S.X. Transportation right of way, 280.18 feet to the Westerly line of Section 24; thence North 68° 52' 26" West along said C.S.X. Transportation right of way, 500.64 feet to the Easterly right of way line of said State Road 9-A, also being the Point of Beginning.

Exhibit A
Page 4

017523 PG0666

PARCEL D-1

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 7, Section 23, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Westerly right of way line of Access Road "C" as shown on Jacksonville Transportation Authority Map Section Number 72002-3513 with the Northwestern right of way line of a C.S.X. Transportation right of way (a 150-foot R/W) as described in O.R. Vol. 1040, page 654 of the current public records of Duval County, Florida; thence North 04° 16' 30" West along said Westerly right of way line of Access Road "C", 402.90 feet; thence North 10° 00' 21" West along said right of way line, 90.03 feet to a point on the Southerly line of lands described in Deed Book 1128, page 216; thence South 89° 59' 43" West along said Southerly line 186.05 feet to the Westerly line of said lands described in Deed Book 1128, page 216; thence North 00° 09' 29" West along said Westerly line, 104.64 feet to the Southerly line of Tract 5 of the New Berlin Carrie Christopher Addition as recorded in Plat Book 23, page 21 of the current public records of Duval County, Florida; thence South 89° 38' 53" West along the Southerly line of said Tract 5, a distance of 167.13 feet to a point on the Northeasterly right of way line of C.S.X. Transportation right of way, said point lying on a curve concave Northeasterly and having a radius of 1353.79 feet; thence run along the arc of said curve, 724.87 feet to the point of tangent of said curve, also being the Point of Beginning.

EXHIBIT A
PAGE 5

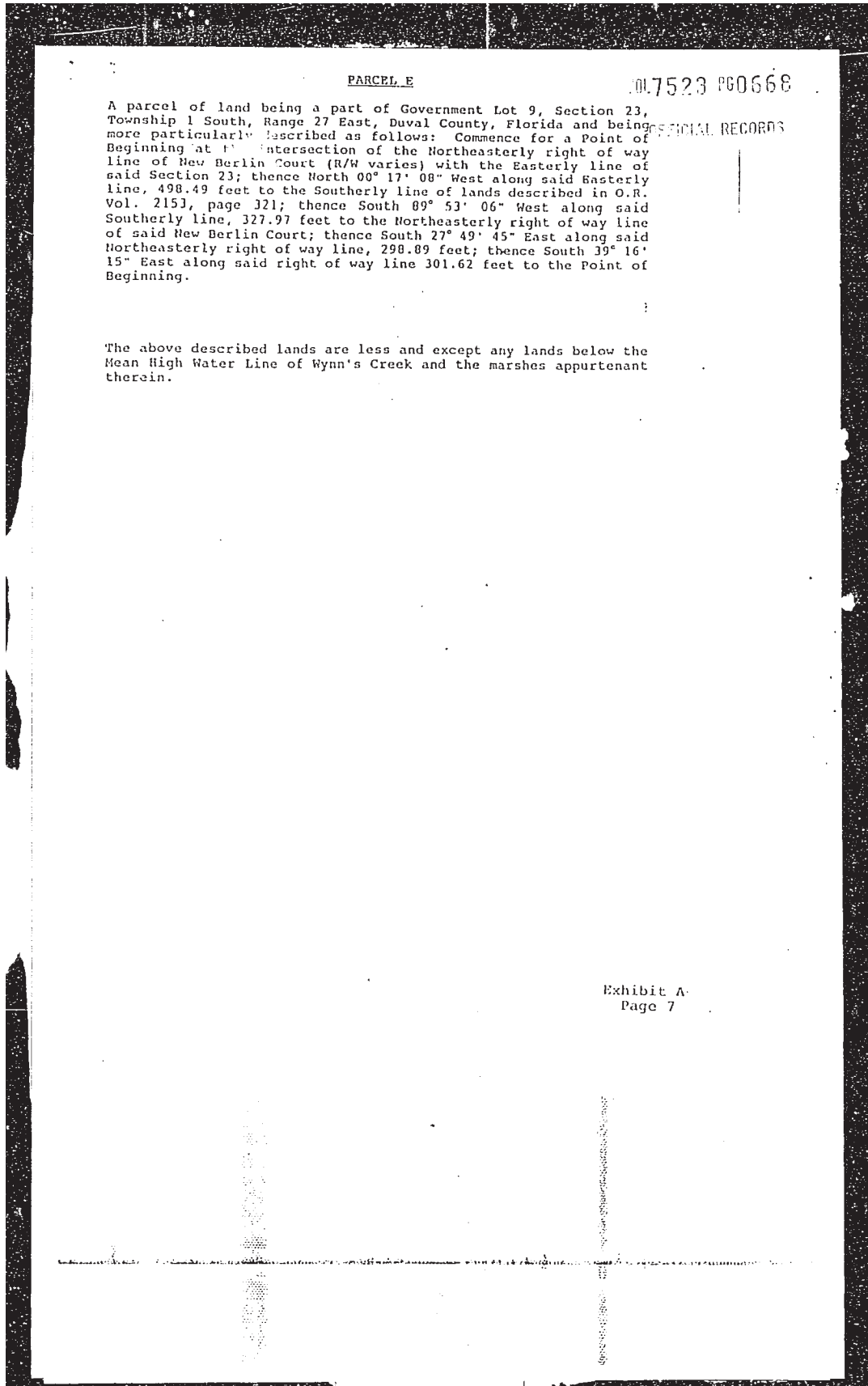
PARCEL D-2

7523 PG0667

RECORDS
A parcel of land being a part of Government Lots 7 and 9, Section 23, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Westerly right of way line of New Berlin Court (R/W varies) with the Easterly line of Section 23; thence North 42° 03' 14" West along the aforementioned right of way, 64.81 feet; thence North 39° 16' 15" West along said right of way, 313.29 feet; thence North 27° 49' 45" West along said right of way, 356.63 feet to the Southerly line of lands as described in Deed Book 1559, page 33; thence South 89° 38' 53" West along said Southerly line, 226.63 feet to a point lying on the easterly right of way line of State Road 9-A, said point lying on a curve concave Easterly and having a radius of 5635.58 feet; thence along the arc of said curve 423.97 feet on a chord bearing and distance of South 01° 35' 36" East, 423.87 feet, said curve lying on the Easterly right of way line of said State Road 9-A; thence South 09° 22' 21" East along the Easterly right of way line of said State Road 9-A, 220.91 feet; thence South 09° 11' 42" East along the Easterly right of way line of said State Road 9-A, 80.85 feet to a point lying on the Northerly right of way line of Access Road "C" (also known as New Berlin Road); thence South 68° 43' 43" East along the Northerly right of way of said Access Road "C", 207.79 feet to a point on a curve concave Northerly having a radius of 7569.44 feet; thence along the arc of said curve 404.38 feet to a point on the Easterly line of said Section 23; thence North 00° 05' 37" West along the Easterly line of Section 23, 327.43 feet to the Point of Beginning.

The above described lands are subject to lease agreement as recorded in O.R. Vol. 235, page 491 of the current public records of Duval County, Florida.

Exhibit A
Page 6



PARCEL E

1017523 PG0668

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 9, Section 23, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Northeasterly right of way line of New Berlin Court (R/W varies) with the Easterly line of said Section 23; thence North 00° 17' 08" West along said Easterly line, 498.49 feet to the Southerly line of lands described in O.R. Vol. 2153, page 321; thence South 09° 53' 06" West along said Southerly line, 327.97 feet to the Northeasterly right of way line of said New Berlin Court; thence South 27° 49' 45" East along said Northeasterly right of way line, 298.89 feet; thence South 39° 16' 15" East along said right of way line 301.62 feet to the Point of Beginning.

The above described lands are less and except any lands below the Mean High Water Line of Wynn's Creek and the marshes appurtenant therein.

Exhibit A
Page 7

PARCEL F

07523 PG0669

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 2, Section 24, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Westerly line of said Section 24 with the Northerly line of Access Road "C" (also known as New Berlin Road); thence North 00° 05' 37" West along said Westerly line of said Section 24, a distance of 327.43 feet to the Westerly right of way line of New Berlin Court (R/W varies); thence South 26° 27' 26" East along said Westerly right of way line 95.02 feet; thence South 28° 37' 09" East, 188.14 feet; thence South 02° 27' 27" West along said Westerly right of way line, 117.33 feet to a point lying on a curve concave Southerly and having a radius of 7569.44 feet, said point also lying on the Northerly right of way line of said Access Road "C"; thence along the arc of said curve 133.05 feet to the Point of Beginning.

Exhibit A
Page 8

017523 890670

OFFICIAL RECORDS

PARCEL G

A portion of Section 25, Township 1 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the intersection of the East line of said Section 25 with the Northwesterly right-of-way line of Heckscher Drive (also known as State Road No. 105 - a 100 foot right-of-way as now established), said point of intersection lying on a curve leading Southwesterly; thence Southwesterly along and around the arc of said curve and along said right-of-way line, being concave Northwesterly and having a radius of 1860.08 feet, an arc distance of 25.67 feet, said arc being subtended by a chord bearing and distance of South 36°29'37" West, 25.67 feet to the point of tangency of said curve; thence South 36°53'20" West, along last said line, 854.93 feet to a point lying on the Northeasterly line of those lands described and recorded in Official Records Volume 4071, Page 502 of said Public Records; thence North 53°06'40" West, along last said line, 200.00 feet to the POINT OF BEGINNING; said point lying on the Northwesterly line of said lands; thence South 36°53'20" West along last said line, and along the Northwesterly line of those lands described and recorded in Official Records Volume 5289, Page 19 of said Public Records, 207.36 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Volume 5289, Page 20 of said Public Records; thence South 39°18'32" West, along last said line 75.80 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Volume 5289, Page 21 of said Public Records; thence South 44°20'35" West along last said line 81.67 feet to a point; thence South 49°19'51" West a distance of 88.17 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Volume 3351, Page 763 of said Public Records and its Southwesterly prolongation 484.02 feet to a point lying on the Northeasterly line of those lands described and recorded in Official Records Volume 6753, Page 1503 of said Public Records; thence North 39°36'29" West, along last said line, 1297.65 feet to a point lying on the Southeasterly line of a Perpetual Spoil Easement described as Tract No. 3 in that certain Easement Deed to Jacksonville Port Authority dated September 24, 1967, and recorded in Official Records Volume 2804, Page 1172; thence North 23°01'40" East, a distance of 1420.85 feet to a point; thence South 68°43'55" East 843.95 feet to a point on the Southeasterly line of the aforesaid Perpetual Spoil Easement; thence continue South 68°43'55" East, a distance of 40.96 feet to a point; thence South 4°7'39" West, a distance of 872.39 feet to a point; thence South 20°56'47" East, a distance of 500.16 feet, to the POINT OF BEGINNING.

Said Parcel G is the same land as Parcel A in that certain Warranty Deed dated March 12, 1991, recorded in O.R. Vol. 7076, Page 900, current public records, Duval County, Florida.

PARCEL H

A portion of Section 25, Township 1 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the intersection of the East line of said Section 25, with the Northwesterly right-of-way line of Heckscher Drive (also known as State Road No. 105 - a 100 foot right-of-way as now established), said point of intersection lying on a curve leading Southwesterly; thence Southwesterly along and around the arc of said curve and along said right-of-way line, being concave Northwesterly and having a radius of 1860.08 feet, an arc distance of 25.67 feet, said arc being subtended by a chord bearing and distance of South 36°29'37" West, 25.67 feet to the point of tangency of said curve; thence South 36°53'20" West, along last said line, 854.93 feet to the POINT OF BEGINNING, said point lying on the Northeasterly line of those lands described and recorded in Official Records Volume 4071, Page 502 of said Public Records; thence North 53°06'40" West, along last said line, 200.00 feet; thence North 20°56'47" West, 150.28 feet; thence South 53°06'40" East, 327.21 feet to a point lying on the aforementioned Northwesterly right-of-way line of Heckscher Drive; thence South 36°53'20" West along last said line 80.00 feet to the POINT OF BEGINNING.

Exhibit A, Page 9

917523 PG0671

OFFICIAL RECORDS

EXHIBIT B

1. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed dated August 6, 1964, and recorded August 14, 1964 in Official Records Volume 2259, page 531, public records, Duval County, Florida.
2. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed dated October 2, 1964, and recorded October 12, 1964 in Official Records Volume 2303, page 95, public records, Duval County, Florida.
3. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed dated December 28, 1964, and recorded January 6, 1964 in Official Records Volume 2377, page 442, public records, Duval County, Florida.
4. Drainage Easement dated September 11, 1957, recorded September 17, 1957 in Official Records Volume 358, page 407, current public records, Duval County, Florida. (Affects Parcel A)
5. Easement deed dated October 24, 1967, recorded in November 4, 1967 in Official Records Volume 2804, page 1170, current public records, Duval County, Florida. (Affects Parcels G and H).
6. Easement dated March 17, 1969, recorded March 20, 1969 in Official Records Volume 2967, page 1184, current public records, Duval County, Florida. (Affects Parcels G and H)
7. Easement reserved in that certain Warranty Deed dated March 12, 1991 recorded March 22, 1991 in Official Records Volume 7076, page 900, current public records, Duval County, Florida. (Affects Parcel H).
8. Title to that portion of subject property lying below the mean or ordinary high water mark of St. Johns River, Wynn's Creek and Sisters Creek.
9. Riparian and littoral rights.
10. Any and all rights of the United States Government and of the State of Florida arising by reasons of the United States Government control over navigable waters in the interest of navigation and commerce and the inalienable rights of the State of Florida in lands and waters of such character.
11. Lack of adequate means of ingress and egress to Parcel "C2."
12. Subject to a 100 foot Drainage Easement as shown on Bulkhead line plat in Plat Book 1, page 17, current public records, Duval County, Florida.
13. Matters shown on Established Bulkhead Plat Book 1, page 17.

93-FEB-25 AM 11:11
 93-0023482
 OFFICIAL RECORDS
 DUVAL COUNTY, FLORIDA
 DEPARTMENT OF REVENUE
 DIVISION OF RECORDS
 1100 UNIVERSITY BLVD
 JACKSONVILLE, FL 32202

KLH\CNR\CULVERHO\SPWARDEE

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

AC-2022-11-22-01
Reference No.

File

11/22/2022
Date

SUBJECT: Dismantle, Removal and Disposal of the TMT Kone Crane
JPA Project G/L No.: 030.6164 JPA Contract No.: EQ-1842A
Industrial and Crane Services, Inc.

COST: \$683,900 BUDGETED NON-BUDGETED

BACKGROUND:

This project consists of dismantle, removal and disposal of the TMT Kone Crane. The scope of work includes but is not limited to furnishing all labor, material, equipment and supervision necessary to dismantle, remove, and dispose of one (1) Kone 100T Multi-purpose container handling crane, located on the Talleyrand Marine Terminal.

On September 21, 2022, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On November 2, 2022, Procurement Services received two (2) conforming bids from Industrial and Crane Services, Inc., and Champion Specialty Services, LLC. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to Industrial & Crane Services, Inc., who offered the lowest, responsive and responsible bid.

This is a budgeted Non-Operating item for FY23 and will be funded 100% with JPA funds.

FINANCIAL:

Available Budget: \$ 865,000
Proposed Expense: \$ 683,900
Remaining Balance: \$ 181,100

RECOMMENDATION:

Management recommends that the Awards Committee approve the issuance of a contract to Industrial and Crane Services, Inc., for dismantle, removal and disposal of the TMT Kone Crane in the amount of \$683,900.00.

AC-2022-11-22-01

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: Industrial and Crane Services, Inc., Bid Form dated 10/31/2022
Unofficial Bid Results

ORIGINATED BY:

Kelsey Cox
Kelsey Cox (Nov 22, 2022 12:45 EST)
Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Lisa Gee
Lisa Gee (Nov 22, 2022 13:00 EST)
Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

ACCEPTED APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Nov 22, 2022 13:02 EST)
Sandra Platt, Secretary to Awards Committee

Nicholas Primrose
Nicholas Primrose (Nov 22, 2022 15:46 EST)
Nick Primrose, Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 22, 2022 15:48 EST)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date Rebecca Dicks
Rebecca Dicks, Corporate Secretary December 05, 2022 9:44 AM

BOARD DECISION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date Windy Harnic
December 05, 2022 10:04 AM

Date Windy Harnic
December 05, 2022 9:26 AM
Board Secretary

BID FORM
JAXPORT PROJECT NO.: 030-6164
JAXPORT CONTRACT NO.: EQ-1842A
DISMANTLE, REMOVAL AND DISPOSAL OF THE TMT KONE CRANE
TALLEYRAND MARINE TERMINAL

BIDDER'S NAME: Industrial and Crane Services, Inc.

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. EQ-1842A, at the following price:

Scope of Work: Furnish all labor, materials, equipment, and supervision necessary to dismantle, remove, and dispose of one (1) Kone 100T Multi-purpose container handling crane, located on the Talleyrand Marine Terminal (TMT) at 2813 Talleyrand Avenue, Jacksonville, FL 32206. The Contractor will be responsible for defueling, recovery, management, and proper disposal of fuel, lubricants and hydraulic fluids. All crane components with the exception of components cited in the project Scope of Work shall be retained by Contractor.

A. BASE BID LUMP SUM						
Item Number	Description	Total Item Amount				
1	Mobilization / Demobilization (60% / 40%)	\$ 300,000.00				
2	Dismantle, Removal, Disposal of TMT Kone Crane	\$ 298,900.00				
A. SUM OF ALL BASE BID LUMP SUM WORK (ITEMS 1 - 2)		\$ 598,900.00				
B. BASE BID ITEMIZED UNIT PRICE WORK (NOT INCLUDED IN BASE BID LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY INSTALLED - NO RPM LANE BOOTHS AT TMT						
Item Number	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount	
3	Owner's Directed Compensable Delays (see Scope of Work for definition and additional information on this item)	5	EA	\$17,000.00	\$ 85,000.00	
B. SUM OF ALL BASE BID ITEMIZED UNIT PRICE WORK (ITEM 3)		\$ 85,000.00				
BID SUMMARY						
C. SUM OF ALL BASE BID LUMP SUM WORK (LINE A) Items 1 - 2		\$ 598,900.00				
D. SUM OF ALL BASE BID ITEMIZED UNIT PRICE WORK (LINE B) Item 3		\$ 85,000.00				
E. TOTAL BID AMOUNT (LINES C + D) Items 1 - 3		\$ 683,900.00				

(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.: 030-6164
JAXPORT CONTRACT NO.: EQ-1842A
DISMANTLE, REMOVAL AND DISPOSAL OF THE TMT KONE CRANE
TALLEYRAND MARINE TERMINAL

Basis of Award: The Authority reserves the right to award this contract to the Bidder whose price is the lowest, based on the Total Bid Amount (Items 1-3), subject to the availability of appropriated funds.

The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, and whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities in any bid, to reject any or all bids, and to accept the bid which in its judgment will be in the best interest of JAXPORT. JAXPORT will be the sole judge of which 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 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: 10.11.22 Initials: R?W
- Addendum No. 2, Dated: 10.13.22 Initials: R?W
- Addendum No. 3, Dated: 10.20.22 Initials: R?W
- Addendum No. 4, Dated: _____ Initials: _____

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

BID FORM
JAXPORT PROJECT NO.: 030-6164
JAXPORT CONTRACT NO.: EQ-1842A
DISMANTLE, REMOVAL AND DISPOSAL OF THE TMT KONE CRANE
TALLEYRAND MARINE TERMINAL

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Industrial and Crane Services, Inc.

Firm

2301 Petit Bois St.

Pascagoula

MS

39581

Business Address

City

State

Zip Code

Mailing Address, if different from above

Haleigh Harper

10/31/22

Authorized Signature

Date Executed

Haleigh Harper

VP

Typed Name

Title

(228) 201-1002

(601) 914-4612

Telephone Number

Facsimile Number

470910741

F 13000004121

Company Federal Tax I.D. No.

Company's Business License No.

BID OPENING
EQ-1842A DISMANTLE, REMOVA DISPOSAL OF THE TMT KONE CRANE
WEDNESDAY, NOVEMBER 2, 2022 AT 2:00 PM (EDT)

BIDDER REQUIREMENTS				INDUSTRIAL AND CRANE SERVICES, INC		CHAMPION SPECIALTY SERVICES LLC	
JPA CONTRACT NO.: EQ-1842A Bid Open Date: NOVEMBER 2, 2022, 2:00 PM							
COI FORM				Y			Y
E-VERIFY				Y			Y
E-BUILDER FORM				Y			Y
PEC FORM				Y			Y
CCRSC FORM				Y			Y
BIDDERS MINIMUM REQUIREMENTS				Y			Y
BID BOND				Y			**Y
ADDENDUM NO. 01, 02, 03				Y			Y
Item No.	Description	Quantity	UoM	Total Cost		Total Cost	
A. BASE BID LUMP SUM WORK							
1	Mobilization/Demobilization (60%/40%)	1	LS	\$	300,000.00	\$	264,032.30
2	Dismantle, Removal, Disposal of TMT Kone Crane	1	LS	\$	298,900.00	\$	1,057,845.90
A. SUM OF ALL BASE BID LUMP SUM WORK (Items 1-2)				\$	598,900.00	\$	1,321,878.20
B. BASE BID ITEMIZED UNIT PRICED WORK							
Item No.	Description	Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost
3	Owner's Directed Compensable Delays	5	EA	\$ 17,000.00	\$ 85,000.00	\$ 22,013.39	\$ 110,066.95
B. SUM OF ALL BASE BID ITEMIZED UNIT PRICED WORK (Item 3)				\$	85,000.00	\$	110,066.95
BID SUMMARY							
C. SUM OF ALL BASE BID LUMP SUM WORK (LINE A) Items 1-2				\$	598,900.00	\$	1,321,878.20
D. SUM OF ALL BASE BID ITEMIZED UNIT PRICE WORK (LINE B) Item 3				\$	85,000.00	\$	110,066.95
E. TOTAL BID AMOUNT (LINES C + D) Items 1-3				\$	683,900.00	\$	1,431,945.15

** Bid Bond Form, Pg BBF-2 not complete

Bidder Qualification Notes	I have read and agree to the terms of all Addenda
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Recorded By: Sandra Platt
Sandra Platt (Nov 3, 2022 10:27 EDT)

Witness: Retta Rogers
Retta Rogers (Nov 3, 2022 10:47 EDT)

Witness: Jarrie Gunder
Jarrie Gunder (Nov 3, 2022 11:06 EDT)

Director, Procurement Services: Lisa Gee
Lisa Gee (Nov 2, 2022 14:22 EDT)

APPARENTLY CONFORMING

UNOFFICIAL BID RESULTS

Board of Directors Meeting - R2022-12-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders - Total	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (P.O.s)	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$1,167,800	\$2,981,279	\$2,981,279	\$0	\$0	HDR awarded contract for Services During Construction. HDR is reviewing change order requests submitted by Manson Construction.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$603,915	\$51,625,087	\$49,587,291	\$2,037,796	\$0	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Manson has completed construction of the berth. Substantial completion was June 16, 2022. Manson is working on preparing final change orders for review and final claim.
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	\$374,319	\$24,703	\$0	HDR has completed the Services During Construction contract on this project.
	C-1737		Branche Diversified Inc.	Upland DMMA Construction Phase 1 - Buck Island	\$3,987,200	\$1,136,500	\$5,123,700	\$5,106,700	\$17,000	\$0	Branche Diversified received a Notice to Proceed on November 24, 2020. Contract duration is 450 calendar days. Branche Diversified has completed the construction of the toe dike and has placed 675,000 CY in holding cell. Project is complete.
	C-1737A		Branche Diversified Inc.	Remove Dredge Materials DMMA Cell "B" Buck Island	\$5,950,000	\$2,700,000	\$8,650,000	\$8,097,185	\$552,816	\$0	NTP issued September 21st 2021. Contractor is pumped 300,000 CY of material to Reed Island. Change Order #1 authorized additional 300,000 CY to be removed from Cell B. Branche Diversified has completed the removal of 575,000 CY in total from Buck Island Cell B. Branche Diversified is demobilizing and finishing slopes on inside of cell B.
3	MC-1611	Pile Cap & Beam Rehab TMT	Underwater Mechanics, Inc	Facilities Wide Underwater Pile Cleaning Berth 5	\$867,800	\$486,200	\$1,354,000	\$358,795	\$995,205	\$0	Underwater Mechanics has completed cleaning all piles in Berth 5.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$0	\$143,950	\$125,367	\$18,583	\$0	JACOBS was directed to design the pile jacket repairs on Berth 5 on May 25, 2021. JACOBS inspection team made its final inspection of piles last week. They will provide design documents by December 30, 2022.
4	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$20,959	\$31,481	\$0	C&ES has been awarded the contract to inspect the underdeck repairs for Phase 4 at TMT.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$61,776	\$2,205,020	\$1,743,751	\$461,269	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge has demobilized for the winter. They will return in March to finish the project.
5	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339	\$1,745,473	\$1,144,087	\$601,386	\$0	Taylor Engineering has completed design documents. FDEP permit has been obtained. Taylor Engineering is making site visits to confirm compliance with contract documents.
	C-1795		Branche Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$0	\$7,775,000	\$2,049,343	\$5,725,657	\$0	Branche Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. Branche Diversified has installed the silt fence. Branche Diversified demobilized from Cell C to work on Buck Island. Branche Diversified has returned to work on Cell C.
6	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070	\$3,465,667	\$890,738	\$2,574,929	\$0	Program management services are being performed to manage the contractors work and progress.
	C-1772		Superior	SSA JCT Container Yard Improvements	\$48,876,120	\$795,470	\$49,671,590	\$ 11,275,831.00	\$38,395,759	\$0	Contractor has mobilized to jobsite. Limerock material is being

Board of Directors Meeting - R2022-12-01 Engineering and Construction Update

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 (PCCs)	Remarks
			Construction Company Southeast, LLC			Last CO #04 06/19/22					stockpiled on BIMT. NTP for Construction was issued on 1/10/22. Contractor has completed Phase 1 and is working on Phase 2.
7	AE-1631	Seaonus Warehouse Roof Rehab	Jacobs Engineering	Engineering Services for Roof-Over Replacement Design	\$141,728	\$98,150 Last CO #02 02/14/22	\$239,878	\$209,780	\$30,098	\$0	JACOBS was awarded the design contract to design the roof replacement at Warehouse 1 at TMT. They have been providing Services During Construction.
	C-1631A		Register Roofing & Sheetmetal	TMT Warehouse #1 Re-roof	\$3,859,000	\$13,899 Last CO #02 11/01/2022	\$3,872,899	\$1,523,278	\$2,349,621	\$0	Register Roofing and Sheet Metal was awarded the contract to replace the roofing on Warehouse 1 at TMT. NTP was issued on April 18, 2022. Register Roofing has completed the roofing portion of the contract. Register Roofing has been directed to replace the 8 roof exhaust fans. Fans have been ordered and are scheduled for delivery by January 1.
8	C-1830	Terminal Development SET Phase 1 Building Demolition	Realco Recycling	SET Phase 1 Building Demolition	\$547,999	\$0	\$547,999	\$70,000	\$477,999	\$0	Realco Wrecking was awarded the contract to demo 3 buildings at BIMT previously leased to WWL. An Administrative NTP was issued on August 8, 2022. Realco started demolition on October 19.
Grand Totals					\$131,040,919		\$139,853,003	\$85,558,703	\$54,294,300	\$0	

Financial Highlights

October 2022

October Operating Revenues of \$5.054 million exceeded budget by \$267 thousand and prior year by \$527 thousand. Container Revenues at \$2.291 million were just short of budget by \$9 thousand and prior year by \$31 thousand. Domestic carriers missed a ship turn due to Hurricane Ian in September, shifting that cargo to October. More importantly, last year's results included the \$309 thousand and monthly "rent" pass thru payment from MOL. This monthly payment was eliminated with the termination of the MOL lease. Adjusting for that pass thru payment, Container Revenue is up by 14%. TEU's registered a similar 13% improvement over previous year.

Auto Units at 52,347 units were 14% above budget with associated revenues at \$1.257 million registering 9% over budget. Lease revenue, which is consistent month to month, contributes materially to Auto Revenues.

Break bulk cargo is still strong. Tonnage at 98,193 was 9% above plan, while Revenue at \$317 thousand was short of plan by 30%. Talleyrand breakbulk terminal operator, Enstructure, achieved tonnage levels late last fiscal year that triggered a decrease in their tonnage rate for the remainder of their contract year. Their new contract year begins November 2022 when throughput charges return to the higher rate.

Dry bulk revenue was \$218 thousand or 30% ahead of plan and 55% ahead of prior year. This overage is attributable to Martin Marietta bringing in 3 ships in October, up from a single call last October. Tonnage exceeded budget for the same reason.

Cruise continues as a bright spot as sailings are at near capacity. Total Cruise revenue was \$417 thousand, significantly ahead of our conservative budget.

EXPENSES

Operating Expenses are on track with the exception of Berth Maintenance Dredging, \$684 thousand over budget. This overage is the result of a Talleyrand dredge event, although planned for September but delayed due to Hurricane Ian, which took place in early October. Salaries and Benefits were over budget by \$36 thousand. An increase in pension expense and overtime expenses, largely associated with renovation of the board room performed by in-house facilities techs, accounts for the unfavorable variance.

Investment Income at \$127 thousand was \$102 thousand over budget. Interest on deposited funds has increased along with Federal Reserve rate changes.

Debt Service is \$107 thousand below plan as the line of credit was paid down to \$10 million at fiscal year-end 2022, decreasing interest expense.

Income Before Depreciation was \$676 thousand, \$74 thousand short of plan and \$838 thousand ahead of same period last year.

YEAR-TO-DATE

As October is the first month of the fiscal year, results are as noted above.

BALANCE SHEET

The Balance Sheet remains stable. Cash decreased \$2 million from previous month as we reduced the balance on our line of credit and made substantial contractor payments. Reimbursements for the latter are due from FDOT.

CONCERNS

There are two concerns as we start the year: inconsistency of Auto import activity and the price and potential scarcity of diesel fuel.

VITAL STATISTICS

OCTOBER FY23- Cargo Performance

CARGO INDICATORS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	135	130	118	4%	14%	135	130	118	4%	14%
Total Tons	1,012,041	868,954	780,723	16%	30%	1,012,041	868,954	780,723	16%	30%
Total Revenue	\$5,053,654	\$4,786,748	\$4,526,954	6%	12%	\$5,053,654	\$4,786,748	\$4,526,954	6%	12%

OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,291,237	\$2,300,000	\$2,322,279	0%	-1%	\$2,291,237	\$2,300,000	\$2,322,279	0%	-1%
Container TEU's	121,282	117,463	106,888	3%	13%	121,282	117,463	106,888	3%	13%
ICTF Rail Lifts	2,256	1,500	2,473	50%	-9%	2,256	1,500	2,473	50%	-9%
Auto Revenue	\$1,257,405	\$1,155,656	\$1,175,681	9%	7%	\$1,257,405	\$1,155,656	\$1,175,681	9%	7%
Auto Units	52,347	45,833	39,110	14%	34%	52,347	45,833	39,110	14%	34%
Military Revenue	\$53,474	\$58,333	\$47,455	-8%	13%	\$53,474	\$58,333	\$47,455	-8%	13%
Breakbulk Revenue	\$317,000	\$455,043	\$495,758	-30%	-36%	\$317,000	\$455,043	\$495,758	-30%	-36%
Breakbulk Tons	98,193	90,343	93,389	9%	5%	98,193	90,343	93,389	9%	5%
Liquid Bulk Revenue	\$116,941	\$139,631	\$166,573	-16%	-30%	\$116,941	\$139,631	\$166,573	-16%	-30%
Liquid Bulk Tons	32,749	36,735	45,868	-11%	-29%	32,749	36,735	45,868	-11%	-29%
Dry Bulk Revenue	\$218,148	\$167,755	\$140,997	30%	55%	\$218,148	\$167,755	\$140,997	30%	55%
Dry Bulk Tons	158,282	47,677	34,030	232%	365%	158,282	47,677	34,030	232%	365%
Cruise Revenue	\$416,934	\$239,230	\$7,683	74%	n/a	\$416,934	\$239,230	\$7,683	74%	n/a
Cruise Passengers	16,312	10,676	54	53%	n/a	16,312	10,676	54	53%	n/a
Total Cargo Revenue	\$4,671,139	\$4,515,649	\$4,356,427	3%	7%	\$4,671,139	\$4,515,649	\$4,356,427	3%	7%
Other Revenue	\$382,515	\$271,099	\$170,527	41%	124%	\$382,515	\$271,099	\$170,527	41%	124%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 1 month ending 10/31/2022

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,291,237	2,300,000	(8,763)	2,322,279	2,291,237	2,300,000	(8,763)	2,322,279
AUTOS	1,257,405	1,155,656	101,749	1,175,681	1,257,405	1,155,656	101,749	1,175,681
MILITARY	53,474	58,333	(4,859)	47,455	53,474	58,333	(4,859)	47,455
BREAK BULK	317,000	455,043	(138,043)	495,758	317,000	455,043	(138,043)	495,758
LIQUID BULK	116,941	139,631	(22,690)	166,573	116,941	139,631	(22,690)	166,573
DRY BULK	218,148	167,755	50,393	140,997	218,148	167,755	50,393	140,997
CRUISE	416,934	239,230	177,704	7,683	416,934	239,230	177,704	7,683
OTHER OPERATING REVENUE	382,515	271,100	111,415	170,527	382,515	271,100	111,415	170,527
TOTAL OPERATING REVENUES	5,053,654	4,786,748	266,906	4,526,954	5,053,654	4,786,748	266,906	4,526,954
OPERATING EXPENSES								
SALARIES & BENEFITS	1,784,196	1,748,637	35,559	1,485,325	1,784,196	1,748,637	35,559	1,485,325
SERVICES & SUPPLIES	512,879	573,704	(60,825)	392,429	512,879	573,704	(60,825)	392,429
SECURITY SERVICES	347,970	415,587	(67,617)	381,266	347,970	415,587	(67,617)	381,266
BUSINESS TRAVEL AND TRAINING	34,672	46,691	(12,019)	10,329	34,672	46,691	(12,019)	10,329
PROMO,ADV,DUES & MEMBERSHIPS	53,528	55,345	(1,817)	45,040	53,528	55,345	(1,817)	45,040
UTILITY SERVICES	68,712	67,116	1,596	50,786	68,712	67,116	1,596	50,786
REPAIRS & MAINTENANCE	196,802	197,619	(817)	167,150	196,802	197,619	(817)	167,150
CRANE MAINTENANCE PASS THRU	(59,748)	(63,333)	3,585	(31,132)	(59,748)	(63,333)	3,585	(31,132)
BERTH MAINTENANCE DREDGING	1,100,956	416,735	684,221	1,586,684	1,100,956	416,735	684,221	1,586,684
MISCELLANEOUS	1,856	14,709	(12,853)	2,974	1,856	14,709	(12,853)	2,974
TOTAL OPERATING EXPENSES	4,041,823	3,472,810	569,013	4,090,850	4,041,823	3,472,810	569,013	4,090,850
OPERATING INC BEFORE DS AND DEPR	1,011,831	1,313,938	(302,106)	436,104	1,011,831	1,313,938	(302,106)	436,104
NON OPERATING INCOME								
INVESTMENT INCOME	127,458	25,001	102,457	758	127,458	25,001	102,457	758
SHARED REVENUE FROM CITY	795,047	800,926	(5,879)	816,075	795,047	800,926	(5,879)	816,075
TOTAL NON OPERATING ITEMS	922,504	825,927	96,577	816,834	922,504	825,927	96,577	816,834
NON OPERATING EXPENSE								
DEBT SERVICE	1,201,536	1,308,431	(106,895)	1,411,850	1,201,536	1,308,431	(106,895)	1,411,850
OPERATING GRANTS - SECURITY	-	(6,120)	6,120	-	-	(6,120)	6,120	-
CRANE RELO/DEMO	57,000	87,500	(30,500)	-	57,000	87,500	(30,500)	-
OTHER NON OP EXPENSE	(455)	(428)	(27)	2,728	(455)	(428)	(27)	2,728
TOTAL NON OPERATING EXPENSE	1,258,081	1,389,383	(131,302)	1,414,578	1,258,081	1,389,383	(131,302)	1,414,578
INCOME BEFORE DEPRECIATION	676,255	750,482	(74,227)	(161,640)	676,255	750,482	(74,227)	(161,640)

Jacksonville Port Authority
Balance Sheet (in thousands)
At October 31, 2022

	<u>October 31, 2022</u>	<u>September 30, 2022</u>
Current Assets		
Cash & cash equivalents	15,507	17,450
Restricted cash & cash equivalents	8,983	7,863
Accounts receivable, net	7,489	7,276
Notes and other receivables	170	170
Grants receivable	14,423	13,868
Inventories and other assets	2,407	2,078
Total Current Assets	48,979	48,705
Noncurrent Assets		
Restricted cash & cash equivalents	15,831	15,809
Restricted Cash for Cap Projects	27,687	28,629
Deferred outflow of resources	8,900	8,900
Capital Assets, net	857,447	856,329
Total Noncurrent Assets	909,865	909,667
Total Assets	958,844	958,372
Current liabilities		
Accounts payable	1,433	2,249
Construction accounts payable	2,950	3,138
Accrued expenses	634	635
Accrued interest payable	2,593	2,180
Retainage payable	3,619	3,619
Bonds and Notes Payable	7,672	7,672
Total Current Liabilities	18,901	19,493
Noncurrent liabilities		
Unearned Revenue	15,993	15,993
Accrued Expenses	2,737	2,737
Line of credit	10,000	10,749
Bonds and notes payable	206,431	206,431
Short Term Borrowings - COJ	-	0
Other Obligations	8,537	8,537
Net Pension Liability	6,690	6,690
Deferred inflows - Pension	9,869	9,869
Total Non Current Liabilities	260,257	261,006
Total Liabilities	279,158	280,499
Net Position	679,686	677,873



COMMERCIAL

HIGHLIGHTS

DECEMBER 2022



INDUSTRY SNAPSHOTS

CONTAINERS

- October volume increase; short and long-term volume outlook
- Vessel service:
 - Expansion of existing service (AEC)
 - Opportunities for new vessel service

VEHICLES

- October YOY volume recovery
 - Lingering near-term challenges: parts availability, rising interest rates

BREAKBULK

- Continued strong volumes, even as some volume shifts back to containers



NEW PORT-SUPPORTED FACILITIES

RECENTLY OPENED OR ANNOUNCED IN JACKSONVILLE

COMPANY	SIZE	TYPE	LOCATION
Dollar General	408,000 SF	Distribution	North Jacksonville
William Sonoma	168,000 SF	Distribution	Westside
Trailer Bridge	121,000 SF	Distribution	North Jacksonville
Nateen	107,000 SF	Manufacturer	NW Jacksonville
FreezPak Logistics	272,000 SF	Cold Storage	North Jacksonville
Flexcold	150,000 SF	Cold Storage	North Jacksonville
Axion Log	50,000 SF	Cold Storage	North Jacksonville

Strategic Plan

EXAMPLES: STRONG PROSPECTS IN 2023

PROJECT	TYPE
Mark	Import Distribution
Dart	Import Distribution
Tea	Cold Storage
Sax	Cold Storage
Man	Manufacturer



NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
Industrial hose provider	Containers	Industrial hoses/ parts	1,200 TEU/year
Florida Furniture	Containers	Furniture	1,500 TEUs/year
Vessel Diversion	Containers	General Cargo	1,900 TEUs
Chartered vessel (Brazil)	Containers	Heavy equipment parts	400 TEU
Farm Tractors	Roll On-Roll Off	Farm equipment	3,000 units



COMMERCIAL

HIGHLIGHTS

DECEMBER 2022



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

"SPECIAL" AWARDS COMMITTEE ZOOM MEETING MINUTES
November 22, 2022

Awards Committee Attending:

Mr. Nick Primrose – Chairman
Mr. Robert Peek
Ms. Beth McCague
Ms Chelsea Kavanagh
Ms. Lisa Gee
Ms. Sandra Platt, Recording Secretary

Other Attendees:

James Bennett
Kelsey Cox
Marv Grieve
Jose Vazquez
Carolus Daniels
Tripper Jones
Christopher Good
James Bennett
Angel losua

Nick Primrose called the meeting to order at 11:00 AM

Item No. 1

AC2022-11-22-01

Dismantle, Removal and Disposal of the TMT Kone Crane
JPA Project G/L No.: 030.6164 JPA Contract No.: EQ-1842A
Industrial and Crane Services, Inc.
683,900

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

Item No. 2

AC2022-11-22-02

BIMT Crane Tie-Down Modification
JPA Project No.: B2023.12 JPA Contract No.: MC-1856
Industrial and Crane Services, Inc.
\$498,000

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

Item No. 3

AC2022-11-22-03

Operation of Cruise Ship Parking Facility
JPA Project G/L No.: 188.5368 JPA Contract No.: 22-09R
Pro Park, Inc..
\$111,150 (Annual Estimate)

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

(Items No. 1 Requires Board Approval)

The meeting was adjourned at 11:24 AM