



# The JAXPORT EXPRESS Project

## EXemplifying Potential to Reduce Emissions with Sustainable Solutions

US Department of Transportation

Maritime Administration  
Port Infrastructure Development Program (PIDP)

## Appendix D: Memorandum of Agreement

Per the instructions in the official Notice of Funding Opportunity: “If possible, website links to supporting documentation should be provided rather than copies of these supporting materials.” Please find all supporting documentation at this link: <https://www.jaxport.com/grants>

**MEMORANDUM OF AGREEMENT  
BETWEEN  
JACKSONVILLE PORT AUTHORITY,  
SSA JACKSONVILLE, LLC, AND CROWLEY**

This Memorandum of Agreement (“MOA”) made between the Jacksonville Port Authority, a body politic created under chapter 2001-319, Laws of Florida, as amended (“JAXPORT”), SSA Jacksonville, LLC, a limited liability company authorized to do business in the State of Florida (“SSA”), and Crowley Liner Services, Inc., a corporation authorized to do business in the State of Florida (“Crowley”), (collectively referred to as the “Parties”) is entered into on this 6<sup>th</sup> day of May, 2022 (the “Effective Date”), based on the following:

**WHEREAS**, JAXPORT has entered into certain separate Agreements with SSA and Crowley for the lease of land at various JAXPORT marine terminals; and

**WHEREAS**, the Parties are committed to improving their leasehold properties with an eye on sustainability and environmental stewardship; and

**WHEREAS**, the Infrastructure Investment and Jobs Act, Pub. L. 117-58, authorized and appropriated \$450 million to be awarded by the United States Department of Transportation, Maritime Administration (“MARAD”) for projects for coastal seaports for FY 2022; and

**WHEREAS**, MARAD issued a Notice of Funding Opportunity (“NOFO”) for the Port Infrastructure Development Program Grant (“PIDP Grant”) with applications due by 11:59 P.M. Eastern on May 16, 2022; and

**WHEREAS**, the PIDP Grant NOFO states that MARAD seeks to fund projects which support the following objectives: “(1) improving the safety, efficiency, or reliability of the loading and unloading of goods, the movement of goods, operational improvements (including projects to improve port resilience), or environmental and emissions mitigation measures; (2) supporting economic vitality at the national and regional levels; (3) addressing climate change and environmental justice impacts; (4) advancing equity and opportunity for all; and (5) leveraging Federal funding to attract non-Federal sources of infrastructure investment”; and

**WHEREAS**, JAXPORT, as a public port authority and owner of a Coastal Seaport, is an Eligible Applicant for the PIDP Grant; and

**WHEREAS**, the PIDP Grant allows for a group of private entities to jointly apply with a public port authority; and

**WHEREAS**, the Parties, independently and collectively, have strategic plans to implement projects that meet the objectives of the PIDP Grant; and

**WHEREAS**, in the interest of the Parties, independently and collectively, to improve their leasehold properties with a focus on reduction of carbon emissions, greater energy efficiency, incorporation of electrification and zero emissions vehicle infrastructure, while also creating good-paying jobs, the Parties have agreed to collectively apply for a PIDP Grant; and

**WHEREAS**, JAXPORT, as an Eligible Applicant, has agreed to jointly apply for the PIDP Grant incorporating the needs and projects of the other Parties; and

**WHEREAS**, JAXPORT, SSA, and Crowley have collectively agreed to accept and assume responsibilities and costs associated with the development of the PIDP Grant application, to meet the needs of each party;

**NOW, THEREFORE**, for and in consideration of the MOA and other promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties here to agree as follows:

1. Recitals and Definitions. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms appearing in this MOA not otherwise defined in this MOA shall be deemed to be defined terms and shall the meanings assigned to such terms in the PIDP Grant NOFO.
2. Acceptance. The Parties agreed to be bound by the entirety of the PIDP Grant NOFO, including, but not limited to, the Federal Award Information and Application and Submission Information.
3. Obligations and Responsibilities. The Parties agree to jointly confer on overall needs in preparation of the PIDP Grant. The Parties agree to jointly prepare the Application as required by the PIDP Grant NOFO, including, but not limited to, Paragraph D, Application and Submission Information. The Parties agree to jointly share in the cost associated with

preparing the Application, including, but not limited to, hiring a grant writer or consultant. Each Party agrees to provide JAXPORT a clean copy of its respective portion of the Application by 11:59 P.M. Eastern on May 11, 2022. JAXPORT agrees upon receipt of the Application to submit no later than 11:59 P.M. Eastern on May 16, 2022.

4. Codes, Rules, Laws, and Regulations: The Parties shall commit to abiding by all applicable codes, rules, laws, and regulations, including, but not limited to, the Buy America Act, pertaining to the hiring of subcontractors, procurement of materials and equipment, and construction, installation, and commissioning of such as set forth in the PIDP proposal
5. Cost Sharing. Each Party agrees to share in the cost associated with the preparation and submission of the PIDP Grant, which shall include the engagement of Momentum pursuant to Task Order 22, dated March 31, 2022 between Momentum and SSA. Any other third-party costs to be shared must be agreed upon in writing between the Parties in advance.
6. Assurances. The Parties understand and agree that they may not be awarded a PIDP Grant, either fully or partially. The Parties understand and agree that if a PIDP Grant is awarded, either fully or partially, that they will enter into a separate agreement related to the execution of the PIDP Grant and responsibilities associated with fulfilling the obligations of thereof. The Parties understand and agree that, except as set forth herein, JAXPORT is not financially liable for any costs associated with preparing and submitting the PIDP Grant application, and, if awarded, will only be financially liable for any of the preparation and submission costs based upon associated with fulfilling the obligations thereof the percentage of total funds requested and awarded that are to be utilized by JAXPORT.
7. Representations. Each of the Parties represents and warrants it has all requisite power and authority to execute, deliver and perform all of its obligations under this MOA. The execution and delivery by each party of this MOA, and the performance by each Party of its obligations under this MOA, have been duly authorized by all necessary corporate action on the part of each such Party. Each of the Parties represents and warrants that each person signing below in its behalf is fully authorized to enter into the terms and conditions stated herein, to execute this MOA, and to legally bind the Party on whose behalf they are

signing. This MOA has been duly executed and delivered by each Party, and subject to the due execution and delivery by the other Party to this MOA, this MOA will be the valid and binding obligations of each Party, enforceable against such Party in accordance with its terms.

8. Successors and Assigns. This MOA and the covenants contained herein shall inure to the benefit of and shall bind the respective Parties hereto and their respective successors and assigns.
9. Governing Law and Venue. This MOA shall be governed by the laws of the State of Florida without regard to conflict of law principles. Venue for any action arising under this MOA shall be in the Fourth Judicial Circuit in and for Duval County, Florida or the Middle District of Florida.
10. Modification. None of the terms and provisions of this MOA may be waived, altered, modified or amended except by an instrument in writing executed by all Parties
11. Severability. In the event any covenant, condition or provision of this MOA is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice any Party as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this MOA that shall remain and continue in full force and effect.
12. Effective Date. This MOA shall be effective as of the date signed by all the Parties below.

**Jacksonville Port Authority**

*Eric B. Green*

Eric B. Green (May 6, 2022 11:01 EDT)

May 6, 2022

Signature

Date

**Eric B. Green**

Name

**CEO**

Title

**SSA Jacksonville, LLC**

*Lauren Offenbecher*

Lauren Offenbecher (May 6, 2022 09:17 PDT)

May 6, 2022

Signature

Date

**Lauren Offenbecher**

Name

**President - SSA Conventional**

Title

**Crowley Liner Services, Inc.**

*Andrew Davis*

Andrew Davis (May 6, 2022 15:49 EDT)

May 6, 2022

Signature

Date

**Andrew Davis**

Name

**VP Operations**

Title

**Crowley Liner Services, Inc.**

*Rudy Leming*

Rudy Leming (May 6, 2022 16:30 EDT)

May 6, 2022

Signature

Date

**Rudy Leming**

Name

**VP, Puerto Rico and Latin America**

Title

**Signature:** *Justin Ryan*

Justin Ryan (May 6, 2022 16:34 EDT)

**Email:** justin.ryan@jaxport.com