

Board of Directors Meeting

June 22, 2020 09:15 AM



Agenda Topic

Presenter

- | | | |
|-------|--|------------------|
| I. | Pledge of Allegiance/Moment of Silence | Wendy Hamilton |
| II. | Approval of Minutes - May 4 2020 | Chairman Shelton |
| III. | Public Comments | Chairman Shelton |
| IV. | Presentations
Milestone Presentation to Robert Peek, General Manager, Sales & Marketing - 25 years | Eric Green |
| V. | New Business | |
| | BD2020-06-01
Proposed Operating and Capital Budget for FY2021 | Beth McCague |
| | BD2020-06-02
Public Transportation Grant Agreement with FDOT for JAXPORT's Dredge Material Management Area Initiative | James Bennett |
| | BD2020-06-03
Authorize and Approve the Sovereignty Submerged Lands Easement for the August Drive Bridge over Wynn's Creek | Fred Wong |
| | BD2020-06-04
Authorize and Approve the Granting of Easements to FDOT for Dynamic Message Signs at Talleyrand Avenue | Fred Wong |
| | BD2020-06-05
Tote Maritime Puerto Rico LLC - Lease Amendment | Beth McCague |
| VI. | CEO Update | Eric Green |
| VII. | Reports | |
| | R2020-06-01 Engineering and Construction Update | James Bennett |
| | R2020-06-02 Financial Highlights by Beth McCague | Info Only |
| | R2020-06-03 Financials/Vital Statistics by Mike McClung | Info Only |
| | R2020-06-04 Commercial Highlights | Robert Peek |
| VIII. | Miscellaneous | |
| A. | Emergency Purchases - None | |

B. Unbudgeted Transactions - None

IX. Adjourn

Chairman Shelton

The next Board of Directors meeting is scheduled for Monday, August 3, 2020.

**BOARD OF DIRECTORS VIRTUAL MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
May 4, 2020**

A GoTo virtual meeting of the Jacksonville Port Authority Board of Directors was held on Monday, May 4, 2020. Chairman Shelton called the meeting to order at 9:03 a.m. He welcomed everyone and started the meeting with a moment of silence. Chairman Shelton made an opening statement explaining that due to the COVID-19 emergency conditions, the Board was going to follow Governor DeSantis' Executive Order 20-69 which allows local government bodies to meet via telephonic and/or video conferencing as provided in Section 120.54, Florida Statutes.

Board Members Attending:

Mr. Jamie Shelton, Chairman
Ms. Wendy Hamilton, Vice Chair/Treasurer
Mr. Palmer Clarkson, Secretary
Dr. John A. Newman, Member
Mr. Ed Fleming, Member
Mr. Daniel Bean, Member

Other Attendees:

Mr. Eric Green, CEO
Ms. Beth McCague, CFO
Ms. Linda Williams, Chief, Adm. & Corporate Performance
Mr. James Bennett, Sr. Director, Facilities Development
Mr. Robert Peek, Director & GM of Sales & Marketing
Ms. Lawsikia Hodges, Office of General Counsel
Mr. Ron Salem, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Approval of Minutes

Chairman Shelton called for approval of the March 9, 2020 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Dr. Newman, the Board unanimously approved the minutes as submitted.

Public Comments

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

New Business

**BD2020-05-01 Public Transportation Grant Agreement FY2020
JAXPORT BIMT Upland Improvements**

Mr. James Bennett presented this submission for Board approval of a Public Transportation Grant Agreement with the Florida Department of Transportation to receive \$2.150 million in grant funding to improve traffic flow at Blount Island. The agreement includes a JAXPORT match of an additional \$2.150 million.

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

**BD2020-05-02 Public Transportation Grant Agreement FY2020
JAXPORT Seaport Security**

Mr. Fred Wong presented this submission seeking Board approval of a Public Transportation Agreement with the Florida Department of Transportation to receive \$116,250 in grant funding for various seaport security enhancements at JAXPORT. The port will contribute an additional \$38,750 to the initiative.

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

CEO UPDATE

Mr. Green stated that even with the COVID-19 pandemic, JAXPORT continues to have a bustling business. JAXPORT terminal workers have been practicing safe social distancing and wearing masks. Mr. Green was pleased to inform the Board that as of today, the port has had zero positive COVID-19 cases. He stated that on Tuesday, May 5, 2020, administrative employees can return to work on a voluntary basis, and they are required to return to work on Monday, May 11. The protocols that will be implemented are as follows:

- All employees will have their temperature checked at the front desk.
- All employees are encouraged to wear facial masks.
- All interior doors will remain open.
- A limited number of staff members in conference rooms at all times.

No outside visitors, with the exception of contractors who will be required to follow the same rules.

No international travel for the remainder of this calendar year and very limited domestic travel.

Mr. Green advised the Board that the Jacksonville Chapter of the Florida Public Relations Association awarded an Image and a Judges' Award to JAXPORT's marketing team. Judges' Awards are presented for an outstanding entry that achieves maximum results while using a minimum amount of money. Since the port had not rebranded in close to two decades, the marketing team capitalized on the opportunity to reintroduce the port to the marketplace, to change the industry's perception to that of a leading U.S. East Coast port and global gateway. Mr. Green stated that these awards validate the port's rebranding program and reflect the talent of the entire marketing team. The team was led by Marketing Director Jeff Price and the technical expertise of Amy Klinkenberg, Whitney Croxton and Chelsea Kavanaugh.

Mr. Green also recognized the port's Talleyrand Equipment Department. The team took on a project to replace a crane festoon system. The estimated cost savings to perform this project in-house was approximately \$40,000 dollars. The completion of this project highlights the technical prowess of the port's employees. This project was led by Assistant Manger Brandon Blanton with technical expertise from Chris Good, Bradley Burch, Wade Taylor, Wayne Lewis, Eddie Vogel, Justin Davis, Andrew Reed, Ron Tucker, Andrew Hizon, Jack Harrison, Rod King and Tracy Ohler.

Mr. Green stated that given the downturn in the market, the port has exercised strong expense management procedures without jeopardizing its business model. Such procedures include a hiring freeze and deferrals on some capital projects.

Mr. Green was pleased to announce that Fitch Rating Agency has affirmed its long-term 'A' stable rating on JAXPORT \$129.8 million dollars in outstanding revenue bonds. This rating reflects JAXPORT's versatile financial and operating position even in light of the volatility stemming from the coronavirus pandemic. This speaks volumes about the strength and resiliency of the port.

Mr. Green gave kudos to COO Fred Wong for his dedicated work in getting three Norwegian Cruise Line ships back to JAXPORT. These vessels will be returning to Jacksonville next week and will remain in idle dock at JAXPORT with only crew members on board.

Reports

R2020-05-01 Engineering and Construction Update

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

R2020-05-02 Monthly Financials/Vital Statistics

Ms. Beth McCague provided an overview of the financials and vital statistics.

R2020-05-03 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board for the month of May 2020.

Other Business

Chairman Shelton appointed Board Member Daniel Bean to fill a vacancy on the Audit Committee. The Audit Committee will now be chaired by Wendy Hamilton. In addition, Palmer Clarkson and Daniel Bean will serve as voting members of this Audit Committee through the remaining term ending September 30, 2020.

Miscellaneous

There were no emergency purchases or unbudgeted transactions.

City Council Liaison Ron Salem informed the Board that he initiated a Resolution which was passed at the City Council meeting last Tuesday urging the independent agencies, specifically the Jacksonville Aviation Authority, JEA, Jacksonville Port Authority, and the Jacksonville Transportation Authority, to limit executive contracts only to the Chief Executive Officer. Councilman Salem noted that JAXPORT currently conforms to this legislation.

There being no further business of the Board, the virtual meeting adjourned at 10:04 a.m.



**SUBMISSION
FOR
BOARD APPROVAL**

SUBJECT: Proposed Operating and Capital Budget for FY2021

COST: \$ NA

BUDGETED: N/A

SOURCE OF FUNDS: NA

BACKGROUND:

The Jacksonville Port Authority (JAXPORT) is required by Section 5 of its Charter to prepare and submit its Annual Budget to the Council of the City of Jacksonville on or before July 1 for the ensuing fiscal year. Senior Management has reviewed the proposed Operating and Capital Budget for the Fiscal Year Ending of September 30, 2021. After Board approval, the proposed budget will be submitted to the Council of the City of Jacksonville in the format requested by the Council Auditors on July 1. It will be formally submitted to the Finance Committee of the City Council in late August and the full Council in late September.

RECOMMENDATION:

It is recommended that the Board approve the proposed FYE 2021 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Council of the City of Jacksonville.

ATTACHMENTS:

- Board Resolution
- FY 2021 Budget



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Beth McCague 6/8/20
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Eric Green, CEO

Eric Green 6-8-20
Signature and Date

BOARD APPROVAL:

Meeting Date:

June 22, 2020

Rebecca Dicks/Recording Secretary

ATTEST:

J. Palmer Clarkson, Secretary

Jamie Shelton, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY APPROVING A PROPOSED OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021 DIRECTING THAT SUCH BUDGET BE SUBMITTED TO THE COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Port Authority (the Authority) has prepared a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2021 and,

WHEREAS, Section 5 of the Authority's Charter requires the Authority to prepare and submit its Budget to the Council of Jacksonville on or before July 1 for the ensuing fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jacksonville Port Authority:

Section 1: The Authority hereby approves a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2021.

Section 2: Management is hereby authorized and directed to formally submit the proposed Operating and Capital Budget in the appropriate format to the Council of the City of Jacksonville on or before July 1, 2020.

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

APPROVED AND ADOPTED 22nd day of June 2020.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

J. Palmer Clarkson, Secretary

Jamie Shelton, Chairman

JACKSONVILLE PORT AUTHORITY

	2019/2020	2019/2020	2020/2021 PROPOSED BUDGET	% Increase (Decrease) of 2020/2021 JPA Budget Over		% Increase (Decrease) of 2020/2021 JPA Budget Over		FY2021 Budget vs FY2019 Actual		
	ORIGINAL BUDGET	PROJECTED (per JPA)		2019/2020 ORIGINAL	2019/2020 PROJECTED	2019/2020 ORIGINAL	2019/2020 PROJECTED	2018/2019 ACTUAL	2021 BUDGET VS 2019 ACT	%
OPERATING REVENUES										
Containers	\$ 37,613,128	\$ 31,064,366	\$ 31,064,366	\$ (6,548,762)	-17.41%	\$ -	0.00%	\$ 35,332,908	\$ (4,268,542)	-12.08%
Autos	16,716,817	14,985,447	14,985,447	(1,731,370)	-10.36%	-	0.00%	17,817,617	(2,832,170)	-15.90%
Military	503,626	1,542,639	1,270,000	766,374	152.17%	(272,639)	-17.67%	-	1,270,000	n/a
Break Bulk	4,624,115	4,093,136	4,093,136	(530,979)	-11.48%	-	0.00%	4,060,268	32,868	0.81%
Liquid Bulk	1,281,946	1,312,622	1,312,622	30,676	2.39%	-	0.00%	1,401,372	(88,750)	-6.33%
Dry Bulk	2,097,777	2,018,956	2,018,956	(78,821)	-3.76%	-	0.00%	1,981,599	37,357	1.89%
Cruise	4,734,441	2,119,421	2,000,000	(2,734,441)	-57.76%	(119,421)	-5.63%	5,600,209	(3,600,209)	-64.29%
Other Operating Revenues	2,531,477	4,349,531	2,550,480	19,003	0.75%	(1,799,051)	-41.36%	3,654,527	(1,104,047)	-30.21%
TOTAL OPERATING REVENUES	\$ 70,103,327	\$ 61,486,118	\$ 59,295,007	\$ (10,808,320)	-15.42%	\$ (2,191,111)	-3.56%	\$ 69,848,500	\$ (10,553,493)	-15.11%
OPERATING EXPENDITURES										
Salaries	\$ 12,858,037	\$ 11,947,074	\$ 12,229,040	\$ (628,997)	-4.89%	\$ 281,966	2.36%			
Employee Benefits	5,668,118	5,107,787	5,356,482	(311,636)	-5.50%	248,695	4.87%			
Services & Supplies	5,030,072	4,251,813	4,090,702	(939,370)	-18.68%	(161,111)	-3.79%			
Security Services	5,488,926	4,798,651	5,009,338	(479,588)	-8.74%	210,687	4.39%			
Business Travel & Training	616,041	408,910	443,111	(172,930)	-28.07%	34,201	8.36%			
Promotion, Advertising, Dues	894,373	673,926	631,897	(262,476)	-29.35%	(42,029)	-6.24%			
Utility Services	896,084	753,670	803,875	(92,209)	-10.29%	50,205	6.66%			
Repairs & Maintenance	2,377,891	1,920,439	1,812,165	(565,726)	-23.79%	(108,274)	-5.64%			
Crane Maintenance Pass Thru	(600,000)	(430,484)	(450,000)	150,000	-25.00%	(19,516)	4.53%			
Berth Maintenance Dredging	6,861,326	5,718,278	3,999,738	(2,861,588)	-41.71%	(1,718,540)	-30.05%			
Berth Maintenance Dredging Contingency	-	-	1,500,000	1,500,000	N/A	1,500,000	N/A			
Miscellaneous	233,475	189,429	234,457	982	0.42%	45,028	23.77%			
TOTAL OPERATING EXPENDITURES	\$ 40,324,343	\$ 35,339,493	\$ 35,660,805	\$ (4,663,538)	-11.57%	\$ 321,312	0.91%			
OPERATING INCOME	\$ 29,778,984	\$ 26,146,625	\$ 23,634,202	\$ (6,144,782)	-20.63%	\$ (2,512,423)	-9.61%			
NON-OPERATING REVENUES/(EXPENSES)										
Debt Service	\$ (21,468,393)	\$ (20,302,186)	\$ (22,897,400)	\$ (1,429,007)	6.66%	\$ (2,595,214)	12.78%			
Investment Income	740,930	225,000	146,344	(594,586)	-80.25%	(78,656)	-34.96%			
Shared Revenue from Primary Govt	1,637,561	1,637,561	9,556,354	7,918,793	483.57%	7,918,793	483.57%			
Contributions to Tenant	(1,559,325)	(1,050,000)	-	1,559,325	-100.00%	1,050,000	-100.00%			
Other Revenue	3,860	2,985	8,500	4,640	120.21%	5,515	184.76%			
Other Expense	(10,000)	(10,000)	(3,360)	6,640	-66.40%	6,640	-66.40%			
NET INCOME BEFORE CAPITAL CONTRIBUTION AND CONTINGENCY	\$ 9,123,617	\$ 6,649,985	\$ 10,444,640	\$ 1,321,023	14.48%	\$ 3,794,655	57.06%			
TRANSFER TO OPERATING CAPITAL OUTLAY	\$ (9,123,617)	\$ (6,649,985)	\$ (10,444,640)	(1,321,023)	14.48%	(3,794,655)	57.06%			
CAPITAL PROJECT RESERVE	\$ -	\$ -	\$ -	\$ -	-	\$ -	-			

Jacksonville Port Authority										
Proposed Capital Projects - Budget 2020-2021										
Location	Description	Amount	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	JPA OPERATING FUNDS	CASH RESERVE	LOC	JPA FINANCING
Blount Island	Container Terminal Upgrades	\$ 80,000,000								
	Rehabilitate Berths 33 & 34	\$ 19,000,000	14,250,000				2,400,000			2,350,000
	Construct Container area @ Wash Rack	\$ 400,000	200,000				200,000			
	Rehabilitate Railroad Tressel	\$ 250,000					250,000			
	Vehicle Parking Area at BIMT/BIC Entrance	\$ 250,000	125,000				125,000			
	Intersection Improvements @ Wm Mills/Dave Rawls	\$ 250,000	125,000				125,000			
	Pile, Cap and Beam Rehab BIMT	\$ 200,000	150,000				50,000			
	Tenant Asphalt Facility Rehab	\$ 175,000	87,500				87,500			
	Transit Shed #1 Rehab Design	\$ 100,000	50,000				50,000			
	Breasting Dolphin - Berth 22	\$ 50,000	37,500				12,500			
	Total Blount Island	\$ 100,675,000	\$ 15,025,000	\$ 20,000,000	\$ -	\$ 60,000,000	\$ 3,300,000	\$ -	\$ -	\$ 2,350,000
Dames Point	August Drive Bridge Sheet Pile Wall Replacement Construction	\$ 3,400,000	1,700,000				536,703			1,163,297
	Asphalt Rehab Tenant	\$ 250,000					250,000			
	CBP PHYSEC Upgrades	\$ 400,000					400,000			
Total Dames Point	\$ 4,050,000	\$ 1,700,000	\$ -	\$ -	\$ -	\$ 1,186,703	\$ -	\$ -	\$ 1,163,297	
Talleyrand	Sedimentation Prevention System	\$ 24,000,000	3,000,000	18,000,000				3,000,000		
	Tenant Improvements	\$ 2,475,000	1,237,500			1,000,000	237,500			
	Rehabilitate Under Deck Concrete	\$ 1,250,000	937,500				312,500			
	Pile, Cap and Beam Rehab TMT	\$ 1,000,000	750,000				250,000			
	Resurface Leased Areas - TMT	\$ 200,000	100,000				100,000			
	Fender Replacement & Refurbishment	\$ 200,000	150,000				50,000			
	Railroad Track Replacement	\$ 185,000	92,500				92,500			
	South Rail Crossing Installation	\$ 72,000	72,000							
	Total Talleyrand	\$ 29,382,000	\$ 6,339,500	\$ 18,000,000	\$ -	\$ 1,000,000	\$ 1,042,500	\$ 3,000,000	\$ -	\$ -
General Port Related	Harbor Deepening - Contract C Base (timing of funds)	\$ -			25,000,000				(25,000,000)	
	Harbor Deepening - Contract C Option A	\$ 13,500,000	3,500,000		10,000,000					
	Harbor Deepening - Contract C Option B	\$ 24,706,772	24,706,772							
	Upland Dredge Material Management Area Construction Phase I	\$ 5,000,000	3,000,000				474,824	1,525,176		
	Upland Dredge Material Mgmt Area-Bartram Island - "C"-Design/Permitting	\$ 1,000,000					1,000,000			
	Auto Terminal Expansion	\$ 750,000					750,000			
	Land Acquisition	\$ 500,000					500,000			
	Misc Land Acquisition	\$ 100,000					100,000			
	Capitalize In-House Engineering Services	\$ 400,000					400,000			
	Strategic Master Plan Updating	\$ 200,000					200,000			
	FY18 Federal Security Grants	\$ 807,454		605,591				201,863		
	FY20 Federal Security Grant Projects	\$ 600,000		450,000				150,000		
FY20 FSTED Security Grant	\$ 155,000	116,250					38,750			
Total General Port Related	\$ 47,719,226	\$ 31,323,022	\$ 1,055,591	\$ 35,000,000	\$ -	\$ 3,815,437	\$ 1,525,176	\$ (25,000,000)	\$ -	

Jacksonville Port Authority											
Proposed Capital Projects - Budget 2020-2021											
Location	Description	Amount	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	JPA OPERATING FUNDS	CASH RESERVE	LOC	JPA FINANCING	
Other Capital	BLOUNT ISLAND										
	Dock Levelers CFS Warehouse	\$ 40,000					40,000				
	Elevator Safety Device #2253	\$ 10,000					10,000				
	DAMES POINT										
	Cruise Terminal Bollard Covers	\$ 35,000					35,000				
	Cruise Terminal Fenders	\$ 22,000					22,000				
	TALLEYRAND										
	Dock Bollard Replacement	\$ 120,000					120,000				
	Elevator Safety Device 10486	\$ 12,000					12,000				
	Elevator Safety Device 10487	\$ 12,000					12,000				
	Gantry Drive Addition 10486	\$ 200,000					200,000				
	SECURITY/SECURITY OPERATIONS CENTER										
	HVAC Replacement SOC	\$ 45,000					45,000				
	SOC Improvements	\$ 5,000					5,000				
	Drone Unit Upgrades	\$ 12,000					12,000				
	Parking Lot Upgrades	\$ 5,000					5,000				
	PCOB										
	Vehicle Purchases	\$ 300,000					300,000				
	IT Hardware/Software Upgrades	\$ 50,000					50,000				
	Microsoft Exchange Upgrade	\$ 37,000					37,000				
	Server Room UPS Upgrade	\$ 35,000					35,000				
	Maximo Upgrades	\$ 50,000					50,000				
	Great Plains Upgrade	\$ 15,000					15,000				
	SQL Server Version Upgrades	\$ 15,000					15,000				
	Air Handlers Units 1&2	\$ 75,000					75,000				
	Sealcoat Parking Lot & Restripe	\$ 5,000					5,000				
	Total Other Capital	\$ 1,100,000						1,100,000			
	TOTAL CAPITAL PROJECTS	\$ 182,926,226		\$ 54,387,522	\$ 39,055,591	\$ 35,000,000	\$ 61,000,000	\$ 10,444,640	\$ 4,525,176	\$ (25,000,000)	\$ 3,513,297



**SUBMISSION
FOR
BOARD APPROVAL**

**SUBJECT: Public Transportation Grant Agreement with the Florida Department of Transportation for JAXPORT's Dredge Material Management Area (DMMA) Initiative
Financial Project No. 447910-1-94-01**

COST: \$ 3,000,000 (50/50 Match)

BUDGETED: Yes

SOURCE OF FUNDS: Capital Budget

BACKGROUND:

In order to provide funding for its capital budget, Jacksonville Port Authority (JAXPORT) applied for funding the Florida Department of Transportation (FDOT). As a result, FDOT has allocated \$3,000,000 for JAXPORT's Dredge Material Management Area (DMMA) Initiative.

As required by FDOT, JAXPORT enters into a Public Transportation Grant Agreement (PTGA) to receive the grant funding from FDOT. The grant is on a 50% FDOT (\$3,00,000) and 50% JAXPORT (\$3,000,000) matching funds basis. Funding is provided in FDOT's fiscal year 20/21, which begins July 1, 2020.

RECOMMENDATION:

It is recommended that the Board adopt the attached resolution.

ATTACHMENT:

- Resolution
- FDOT PTGA



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Beth McCague 6-16-20
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

E. Green 6-16-20
Signature and Date

BOARD APPROVAL:

June 22, 2020
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

J. Palmer Clarkson, Secretary

Jamie Shelton, 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 2021 FOR DMMA INITIATIVE.

WHEREAS: the Jacksonville Port Authority (JAXPORT) has been presented a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) FM 447910-1-94-01 for JAXPORT's Dredge Material Management Area (DMMA) Initiative; and

WHEREAS: FDOT and JAXPORT have agreed that FDOT will provide funds of \$3,000,000 under Reimbursement Payment Provisions according to the terms and conditions of the PTGA.

NOW THEREFORE, 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, Certifications 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 ADOPTED THIS 22nd DAY OF JUNE 2020.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

Jamie Shelton, Chairman

J. Palmer Clarkson, Secretary



Florida Department of Transportation

RON DESANTIS
GOVERNOR

2198 Edison Avenue, MS 2806
Jacksonville, Florida 32204

KEVIN J. THIBAUT, P.E.
SECRETARY

DATE: May 26, 2020

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

FROM: Justin Ryan, AMPE
District Freight & Seaports Coordinator
Florida Department of Transportation District Two

SUBJECT: Public Transportation Grant Agreement for Execution
Financial Project No. 446819-1-94-01; Contract No. TBD

Please see the attached Public Transportation Grant Agreement (PTGA) for Jaxport's Dredge Material Management Area (DMMA) initiative. Please scan and send one copy electronically and print and execute two (2) copies of the attached Public Transportation Grant Agreement and return to my office along with a copy of the Jaxport Board resolution for final review, encumbrance of funding, and execution by FDOT.

Please note funding associated with this Public Transportation Grant Agreement (PTGA) is in FDOT's Fiscal Year 20/21 which begins July 1, 2020. Once Fiscal Year 20/21 begins, the Department will have the authority to execute the PTGA. Based on the District's forecasted production schedule, we anticipate the ability to execute the PTGA in early August.

Should you require additional information or a meeting with Department representatives please contact me at (904) 360-5693.

Sincerely,

A handwritten signature in cursive script that reads "Justin Ryan".

Justin Ryan, AMPE
District Freight & Seaports Coordinator

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 446819-1-94-01	Fund(s):	PORT	FLAIR Category:	088794
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55022020229
Contract Number:	Federal Award Date:		Vendor Number:	F593730270001
CFDA Number: N/A	Agency DUNS Number:	06-190- 0957		
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 maintenance dredging initiative, 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 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
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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__ *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, 2025. 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.

9. Project Cost:

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- a. The estimated total cost of the Project is \$6,000,000. 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 \$3,000,000 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, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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- 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 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

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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.
 - 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

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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.

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

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- 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 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

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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 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

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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 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

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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 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.

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- 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. **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, 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 subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify 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 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

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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 subcontracting 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, 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

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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 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

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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

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 participation in Jaxport's Dredge Material Management Area (DMMA) initiative. This project constructs additional areas for the placement of dredged material as required for continued operations of the port berths. This project is necessary in order to allow vessels to continue to call at Jaxport. The berths depths must be maintained by removing the continuously deposited sediments, and these sediments must be placed in a DMMA. This project creates additional storage capacity necessary for this operation, thereby maintaining Seaport Access. Jaxport's strategic plans identify several suitable DMMA locations.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete the Dredge Material Management Area (DMMA) activities described in the Project Description, including: aids to navigation; construction; construction inspection; consulting services; cost estimates; contractor stand-by; debris removal; debris placement; demobilization; demolition; design; earthwork; engineering; environmental assessments; geotechnical activities; installation and testing; materials testing; mitigation assessments; mobilization; permitting; structural components; surveys; temporary structures; vegetation; and, water quality protection structures.

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.

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.



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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
446819-1-94-01	PORT	088794	2021	751000	55.005	Seaport Grant Program	\$3,000,000
446819-1-94-01	LF	088794	2021	-	-	Local Matching Funds	\$3,000,000
Total Financial Assistance							\$6,000,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$3,000,000	\$3,000,000	\$0	\$6,000,000	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$3,000,000	\$3,000,000	\$0	\$6,000,000			

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

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

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

Justin Ryan

 Department Grant Manager Name

 Signature

 Date

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EXHIBIT 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: justin.ryan@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 FDOT District 2 Seaport Coordinator.
- 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.

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

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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: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

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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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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>.

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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:** \$3,000,000

*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>



**SUBMISSION
FOR
BOARD APPROVAL**

SUBJECT: AUTHORIZE AND APPROVE THE SOVEREIGNTY SUBMERGED LANDS EASEMENT FOR THE AUGUST DRIVE BRIDGE OVER WYNN'S CREEK PROJECT ("EASEMENT").

COST: \$ 0.00

BUDGETED: N/A

SOURCE OF FUNDS: N/A

BACKGROUND: On May 7, 2020, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") approved the granting to JAXPORT an Easement for the purpose of construction repairs to the August Drive bridge at Wynn's Creek.

August Drive from Heckscher Drive (Zoo Parkway) to JAXPORT Cruise Terminal is a two-lane access road with protected wetlands on each side. It serves as the only ingress/egress to the cruise terminal area, associated with the Dames Point Marine Terminal, at this time.

The easement is necessary in order to allow for future bridge repairs as well as the current project to replace the existing sheet pile walls for the August Drive bridge. The Easement Term is for a period of twenty-five (25) years with an expiration date of March 23, 2045.

STATUS: The State will finalize approval of the Easement upon acceptance.

RECOMMENDATION: Recommendation is hereby made for the Board to approve the granting of the Easements and that the Board authorize the Chief Executive Officer, or his designee, to execute all documents necessary for the Submerged Lands Easement as shown on Exhibit "A".

ATTACHMENT: Exhibit "A": FDEP Sovereignty Submerged Lands Easement Instrument with Sketch and Property Description



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Frederick P. Wong Jr.
Chief Operating Officer


Signature and Date 6-12-20

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer


Signature and Date 6-16-20

BOARD APPROVAL:

June 22, 2020
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

J. Palmer Clarkson, Secretary

Jamie Shelton, Chairman

EXHIBIT "A"

**FDEP Sovereignty Submerged Lands Easement Instrument
with Sketch and Property Description**

This Instrument Prepared By:
Karen Lee Reedy
Action No. 41949
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 EASEMENT

EASEMENT NO. 42397
BOT FILE NO. 160356492
PA NO. 16-0172980-011-EG

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Jacksonville Port Authority, a public body politic and corporate, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

A parcel of sovereignty submerged land in Section 23, Township 01 South, Range 27 East, in Wynn's Creek, Duval County, Florida, containing 6.660 square feet, more or less, as is more particularly described and shown on Attachment A, dated January 17, 2020.

TO HAVE THE USE OF the hereinabove described premises for a period of 25 years from March 23, 2020, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for the repair and maintenance of a vehicular bridge and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No 16-0172980-011-EG, dated December 11, 2019, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

[41]

3. **WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND:** Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. **RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. **DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. **GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. **RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. **LIABILITY/INVESTIGATION OF ALL CLAIMS:** The Grantee 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.

9. **ASSIGNMENT OF EASEMENT:** This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. **TERMINATION:** The Grantee, by acceptance of this easement, 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 Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement 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 32226

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. **TAXES AND ASSESSMENTS:** The Grantee 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 easement which result from the grant of this easement or the activities of Grantee hereunder.

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

13. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. **AMENDMENT/MODIFICATIONS:** This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. **USACE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Grantee 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 Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. **ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS:** No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. **UPLAND RIPARIAN PROPERTY INTEREST:** During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(63), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

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

IN WITNESS WHEREOF, the Grantor and the Grantee 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

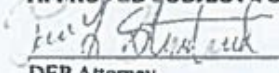
Print/Type Name of Witness

"GRANTOR"

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:



4/29/2020

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

Jacksonville Port Authority,
a 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

"GRANTEE"

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

**MAP TO SHOW
A PORTION OF THE SOVEREIGNTY SUBMERGED LANDS OF WYNN'S CREEK
LYING IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA**



NOTES

1. THIS IS NOT A FIELD SURVEY.
2. THIS MAP IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (901), 2011 ADJUSTMENT, NORTH AMERICAN DATUM OF 1983.
3. BEARINGS SHOWN HEREON ARE REFERENCED TO THE EAST LINE OF AUGUST ROAD AS S00°40'26"W.
3. ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
4. UNDERGROUND IMPROVEMENTS WERE NOT LOCATED EXCEPT AS SHOWN HEREON.
5. A MEAN HIGH WATER SURVEY PREPARED BY THIS FIRM HAS BEEN FILED IN THE PUBLIC REPOSITORY OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, AS A MEAN HIGH WATER SURVEY, FILE NO. 6404.
6. MEAN HIGH WATER LINE ELEVATION OF 1.12' (NAVD 88) IS BASED UPON FIELD SURVEY DATED 10/19/16.
7. FOR TOPOGRAPHIC SURVEY SEE GHIOTTO & ASSOCIATES, INC. FILE No. C-605.

LEGEND	
EX.	EXISTING
F.B	FIELD BOG
LB	LICENSED BUSINESS
M.H.W.	MEAN HIGH WATER
M.H.W.L.	MEAN HIGH WATER LINE
NAVD	NORTH AMERICA VERTICAL DATUM
NTS	NOT TO SCALE
O.R.V.	OFFICIAL RECORD VOLUME
PG	PAGE
R/W	RIGHT OF WAY
TIITF	TRUSTEES OF THE INTERNAL IMPROVEMNT TRUST FUND



Philip M Ghiotto
 Digitally signed by Philip M Ghiotto
 Date: 2020.01.17 11:07:01 -0500
 PHILIP M. GHIOTTO, P.S.M., No. 4195
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

FILE No. A-186

SHEET 1 OF 3

JOB No. 19-027
 FILE No. A-186
 CAD FILE:
 19-027 Sub Land Lease.dwg
 PARTY CHIEF: J.Villareal
 F.B. 979
 DRAFTING: A. Puller
 CHECKED BY: P. Ghiotto
 DATE: 01/09/2020

REVISIONS	DATE	BY
PER FDEP COMMENTS	1-17-20	AGP



GHIOTTO & ASSOCIATES, INC.
 NATIONALLY CERTIFIED SURVEYORS & MAPPERS
 CERTIFICATE OF AUTHORIZATION No. LB 6508
 2426 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32207
 (904) 886-0071
 (904) 886-7174 FAX
 www.GHIOTTO.com

Attachment A
 Page 6 of 8 Pages
 Easement No. 42397

**MAP TO SHOW
A PORTION OF THE SOVEREIGNTY SUBMERGED LANDS OF WYNN'S CREEK
LYING IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA**

Description:

A Portion Of The Sovereignty Submerged Lands Of Wynn's Creek, Lying In Section 23, Township 1 South, Range 27 East, Duval County, Florida, Being More Particularly Described As Follows:

Commence At The Intersection Of The Southerly Existing Right Of Way Line Of Heckscher Drive, State Road No. 105, (A Variable Width Right Of Way), With The Former Easterly Right Of Way Line Of August Road, County Road No. 996, (A 70 Foot Right Of Way Closed Per Ordinance No. 2001-112-E, Dated March 20, 2001), Said Point Also Being The Northwest Corner Of Those Lands Described In Official Records Volume 9430, Page 138 Of The Current Public Records Of Duval County, Florida; Thence South 00°40'28" West, Along Said Former Easterly Right Of Way Line, A Distance Of 785.80 Feet To An Intersection With The Northerly Mean High Water Line Of Wynn's Creek, And The Point Of Beginning; Thence, Continue Along Said Former Easterly Right Of Way Line, South 00° 40' 26" West, A Distance Of 245.92 Feet To An Intersection With The Southerly Mean High Water Line Of Wynn's Creek; Thence Along Said Southerly Mean High Water Line The Following 14 Courses: Course 1: North 69° 36' 29" West, A Distance Of 5.70 Feet, Course 2: North 01° 49' 00" West, A Distance Of 38.00 Feet; Course 3: North 01° 23' 00" West, A Distance Of 10.19 Feet, Course 4: South 88° 15' 50" West, A Distance Of 1.64 Feet; Course 5: North 88° 55' 11" West, A Distance Of 4.03 Feet; Course 6: North 00° 26' 29" West, A Distance Of 6.16 Feet; Course 7: North 88° 51' 12" West, A Distance Of 11.95 Feet; Course 8: North 82° 48' 37" West, A Distance Of 23.56 Feet; Course 9: North 89° 42' 00" West, A Distance Of 10.49 Feet, Course 10: South 01° 15' 07" West, A Distance Of 8.71 Feet, Course 11: North 88° 55' 46" West, A Distance Of 4.94 Feet; Course 12: South 04° 23' 15" West, A Distance Of 12.59 Feet, Course 13: South 02° 37' 22" West, A Distance Of 31.57 Feet; Course 14: South 43° 45' 21" West, A Distance Of 5.95 Feet To The Former Westerly Right Of Way Line Of Aforementioned August Road; Thence North 00° 40' 26" East, Along Said Former Westerly Right Of Way Line, A Distance Of 186.97 Feet To The Intersection With The Aforementioned Northerly Mean High Water Line Of Wynn's Creek; Thence Along Said Northerly Mean High Water Line The Following 20 Courses: Course 1: South 22° 45' 35" East, A Distance Of 11.18 Feet; Course 2: South 00° 15' 00" West, A Distance Of 25.95 Feet; Course 3: South 03° 48' 45" East, A Distance Of 10.92 Feet; Course 4: South 89° 04' 48" East, A Distance Of 5.31 Feet; Course 5: South 06° 13' 32" East, A Distance Of 7.81 Feet; Course 6: North 89° 57' 22" East, A Distance Of 0.64 Feet; Course 7: South 08° 17' 25" West, A Distance Of 6.36 Feet, Course 8: South 03° 49' 32" East, A Distance Of 2.89 Feet, Course 9: South 89° 48' 57" East, A Distance Of 10.35 Feet; Course 10: North 81° 36' 56" East, A Distance Of 29.03 Feet, Course 11: North 89° 55' 21" East, A Distance Of 5.87 Feet; Course 12: North 09° 51' 00" East, A Distance Of 12.32 Feet; Course 13: South 89° 57' 25" East, A Distance Of 4.29 Feet, Course 14: North 03° 49' 07" East, A Distance Of 21.05 Feet, Course 15: North 02° 40' 58" East, A Distance Of 32.08 Feet, Course 16: North 01° 05' 18" East, A Distance Of 26.18 Feet, Course 17: North 00° 55' 46" West, A Distance Of 11.37 Feet; Course 18: North 78° 44' 16" West, A Distance Of 0.66 Feet; Course 19: North 33° 14' 50" East, A Distance Of 4.10 Feet; Course 20: North 20° 13' 37" East, A Distance Of 10.69 Feet To The Point of Beginning.

Containing 8,660 Square Feet (0.15 Acres), More Or Less.

APPROVED
By Jorge G. Alvarez of 1142 sq. ft. 2/1, 2020

SHEET 2 OF 3 SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

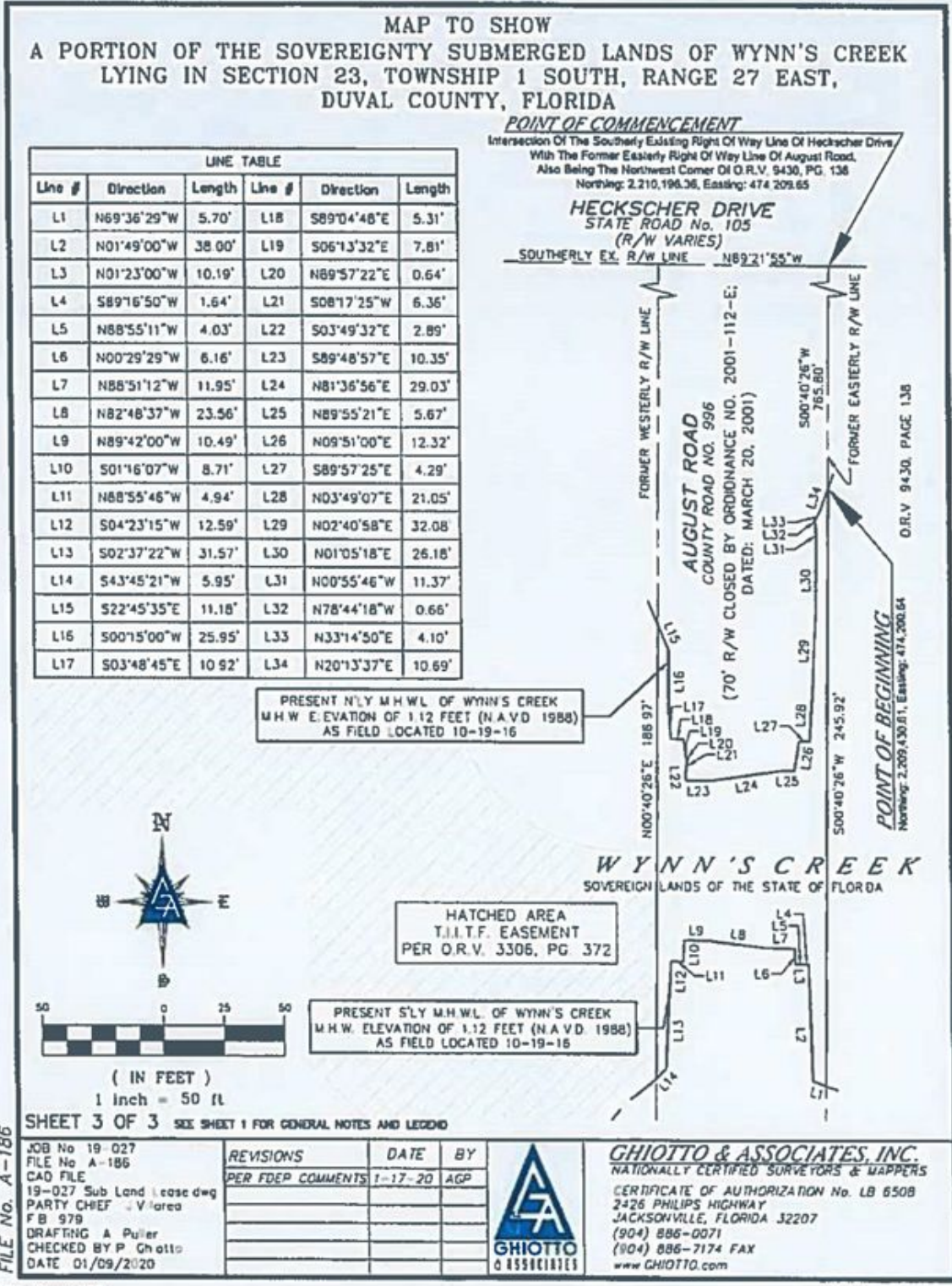
FILE NO. A-186

JOB No. 19-027
FILE No. A-186
CAD FILE:
19-027 Sub Land Lease dwg
PARTY CHIEF J Valarec
FB 979
DRAFTING: A Puler
CHECKED BY P Ghalto
DATE: 01/09/2020

REVISIONS	DATE	BY
PER FDP COMMENTS	1-17-20	ACP



GHOTTO & ASSOCIATES, INC.
NATIONALLY CERTIFIED SURVEYORS & MAPPERS
CERTIFICATE OF AUTHORIZATION No. 18 6508
2426 PHILIPS HIGHWAY
JACKSONVILLE, FLORIDA 32207
(904) 886-0071
(904) 886-7174 FAX
www.GHOTTO.com



FILE No. A-186

Attachment A
Page 8 of 8 Pages
Easement No. 42397



BD2020-06-04

**SUBMISSION
FOR
BOARD APPROVAL**

**SUBJECT: AUTHORIZE AND APPROVE THE GRANTING OF EASEMENTS TO FDOT
FOR DYNAMIC MESSAGE SIGNS AT TALLEYRAND TERMINALS**

COST: N/A

BUDGETED: N/A

SOURCE OF FUNDS: N/A

BACKGROUND: The Florida Department of Transportation (FDOT) is proposing to install Dynamic Message Signs (Signs) at strategic locations along Talleyrand Avenue on Talleyrand Terminals (Terminals) to improve transportation efficiency to and from the Terminals. In order for FDOT to install the Signs JAXPORT must grant Permanent Easements covering the Sign locations (two locations) and Temporary Construction Easements for the time of installation of the Signs (three locations). The Easements, substantially in the form attached hereto, are shown on Exhibit "A" and the locations of the Signs are shown on Exhibit "B". There is no cost to JAXPORT for the Signs, installation of the Signs, operating expenses or maintenance.

RECOMMENDATION: Recommendation is hereby made for the Board of Directors (Board) to approve the granting of the Easements and authorize the Chief Executive Officer, or his designee, to execute the Easements without additional Board action.

ATTACHMENTS:

Exhibit "A", Permanent Easements and Temporary Construction Easements documents

Exhibit "B", Location of Signs map



BD2020-06-04

**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Frederick P. Wong Jr.
Chief Operating Officer

 6-12-20
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

 6-16-20
Signature and Date

BOARD APPROVAL:

June 22, 2020
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

J. Palmer Clarkson, Secretary

Jamie Shelton, Chairman

EXHIBIT "A"

**Permanent Easements
And
Temporary Construction Easements**

08-TE.13-Date: May 20, 2020
T. S. No. N/A
R/W Map Sheet No. (Sketch)
Tax Parcel No. 115327-1000

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 702.1
SECTION NO. 72000
F.P. NO. 4380841
STATE ROAD NO. Talleyrand Ave,
COUNTY OF DUVAL

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by the JACKSONVILLE PORT AUTHORITY, a body politic and corporate and an agency of the State of Florida, 2831 Talleyrand Avenue, Jacksonville, Florida 32206, Grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor gives, grants, bargains and releases to Grantee, its successors and assigns, a temporary construction easement for the purpose of (i) installing Intelligent Traffic Systems ("ITS") devices for traffic operations and planning purposes; and (ii) tying in, conforming, harmonizing, and reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and other features located on or within the real property described below and located in Duval County, Florida, with the construction undertaken by the Department on adjacent Talleyrand Avenue, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with other related incidental purposes necessary to complete the Reconnection Work.

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-three (33) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

TO HAVE AND TO HOLD the same to Grantee, its successors and assigns, for the period of time provided for in this Temporary Easement.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jacksonville Port Authority

Witness:
Print Name: _____

BY: _____
Eric Green

Witness
Print Name: _____

Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Eric Green, Chief Executive Officer, Jacksonville Port Authority, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 72000
F.P. No. 4380841

Talleyrand Avenue Project

Duval County

Parcel No. 702

Temporary Construction Easement

Part Of The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With No Identification Located At The Northwest Corner Of Lot 19, Block 19, Re-Plat Of Glen Myra, As Recorded In Plat Book 6, Page 95 Of The Current Public Records Of Duval County, Florida, Said Commencement Also Being An Intersection Of The South Existing Right Of Way Line Of Eighth Street (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2637) With The East Existing Right Of Way Line Of Brackland Street (Formerly G. Street Per Said Re-Plat Of Glen Myra, A 50.00 Foot Right Of Way), Lying In The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida; Thence North 00°34'11" East, A Distance Of 33.00 Feet To The Baseline Of Survey Of Said Eighth Street; Thence South 89°25'49" East, Along Said Baseline Of Survey, A Distance Of 971.32 Feet To The Baseline Of Survey Of Talleyrand Avenue (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638), And A Curve To The Right, Having A Radius Of 601.32 Feet; Thence Along Said Baseline Of Survey And Curve, Through A Central Angle Of 01°22'05", An Arc Distance Of 14.36 Feet And A Chord Bearing And Distance Of North 11°47'16" East, 14.36 Feet; Thence South 77°31'42" East, A Distance Of 30.00 Feet To The East Existing Right Of Way Line Of Said Talleyrand Avenue And **The Point Of Beginning**; Thence North 90°00'00" East, A Distance Of 12.50 Feet; Thence South 00°00'00" East,, A Distance Of 25.00 Feet; Thence North 90°00'00" West, A Distance Of 17.45 Feet To Said East Existing Right Of Way Line Of Talleyrand Avenue And A Curve To The Right, Having A Radius Of 571.32 Feet; Thence Along Said East Existing Right Of Way Line And Curve, Through A Central Angle Of 00°30'34", An Arc Distance Of 5.08 Feet, And A Chord Bearing And Distance Of North 10°10'13" East, 5.08 Feet; Thence North 90°00'00" East, A Distance Of 11.55 Feet; Thence North 00°00'00" East, A Distance Of 15.00 Feet; Thence North 90°00'00" West, A Distance Of 8.59 Feet To Said East Existing Right Of Way Line Of Talleyrand Avenue, And A Curve To The Right, Having A Radius Of 571.32 Feet; Thence Along Said East Existing Right Of Way Line And Curve, Through A Central Angle Of 00°30'47", An Arc Distance Of 5.12 Feet And A Chord Bearing And Distance Of North 12°12'55" East, 5.12 Feet To **The Point Of Beginning**.

Containing 225 Square Feet, More Or Less.

07-PE.02-Date: May 20, 2020

T. S. No. N/A
R/W Map Sheet No. (Sketch)
Tax Parcel No. 115327-1000

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 802.1
SECTION NO. 72000
F.P. NO. 4380841
STATE ROAD NO. Talleyrand Ave.
COUNTY OF DUVAL

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by JACKSONVILLE PORT AUTHORITY, a body politic and corporate and an agency of the State of Florida, 2831 Talleyrand Avenue, Jacksonville, Florida 32206, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, gives, grants, bargains and releases to Grantee, its successors and assigns, a perpetual easement for the purposes of constructing, installing, observing, inspecting, maintaining and removing Intelligent Traffic Systems ("ITS") devices for traffic operations and planning purposes, in, over, under, upon and through the following described real property located in Duval County, Florida, to wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same to Grantee, its successors and assigns forever, provided, however, this Easement shall terminate if: (i) Grantee, in its determination, no longer requires the Easement for ITS purposes; or (ii) the Easement is not used for ITS purposes for twelve consecutive months. In the event Grantor contends the Easement has not been used for ITS purposes for twelve consecutive months, Grantor shall deliver written notice of its intent to terminate the Easement to Grantee. Grantee shall have forty-five (45) days from its receipt of Grantor's written notice to challenge the occurrence of the condition precedent by filing an action for

declaratory relief in a state court of competent jurisdiction. Grantee's failure to timely file an action for declaratory relief shall constitute a failure of the right to do so. If Grantee fails to timely file an action for declaratory relief or if the action for declaratory relief results in final adjudication determining that the condition precedent for termination of the Easement was satisfied, authorized representatives of Grantor and Grantee shall promptly execute a Termination of Easement and Grantor shall record the Termination of Easement in the Official Records of Duval County, Florida. The Termination of Easement shall allow Grantee ninety (90) days to remove Grantee's ITS equipment and other improvements from the Easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jacksonville Port Authority

Witness:
Print Name: _____

BY: _____
Eric Green

Witness
Print Name: _____

Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Eric Green, Chief Executive Officer, Jacksonville Port Authority, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

PARCEL DESCRIPTION

Parcel 802

Part Of The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With No Identification Located At The Northwest Corner Of Lot 19, Block 19, Re-plat Of Glen Myra, As Recorded In Plat Book 6, Page 95 Of The Current Public Records Of Duval County, Florida, Said Commencement Also Being An Intersection Of The South Existing Right Of Way Line Of Eighth Street (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2637) With The East Existing Right Of Way Line Of Brackland Street (Formerly G. Street Per Said Re-plat Of Glen Myra, A 50.00 Foot Right Of Way), Lying In The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida; Thence North 00°34'11" East, A Distance Of 33.00 Feet To The Baseline Of Survey Of Said Eighth Street; Thence South 89°25'49" East, Along Said Baseline Of Survey, A Distance Of 971.32 Feet To The Baseline Of Survey Of Talleyrand Avenue (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638), And A Curve To The Right, Having A Radius Of 601.32 Feet; Thence Along Said Baseline Of Survey And Curve, Through A Central Angle Of 00°51'18", An Arc Distance Of 8.97 Feet, And A Chord Bearing And Distance Of North 11°31'52" East, 8.97 Feet; Thence South 78°02'29" East, A Distance Of 30.00 Feet To The East Existing Right Of Way Line Of Said Talleyrand Avenue And The **Point Of Beginning**; Thence North 90°00'00" East, A Distance Of 8.59 Feet; Thence South 00°00'00" East, A Distance Of 15.00 Feet; Thence North 90°00'00" West, A Distance Of 11.55 Feet To The East Existing Right Of Way Line Of Said Talleyrand Avenue, And A Curve To The Right, Having A Radius Of 571.32 Feet; Thence Along Said East Existing Right Of Way Line And Curve, Through A Central Angle Of 01°32'01", An Arc Distance Of 15.29 Feet And A Chord Bearing And Distance Of North 11°11'31" East, 15.29 Feet To The **Point Of Beginning**.

Containing 152 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.



Philip M. Ghiotto, P.S.M.
 Florida Professional Surveyor And Mapper No.: 4195
 Address: 2426 Philips Highway
 Jacksonville, Florida 32207

3/30/2020

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S DIGITAL SIGNATURE AND SEAL.

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				PARCEL SKETCH & LEGAL DESCRIPTION			
				TALLEYRAND AVENUE TRUCK PARKING PROJECT		DUVAL COUNTY	
				PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILIPS HWY. JACKSONVILLE, FL 32207		DATA SOURCE: CAICE DATABASE NO. 7200041	
		DRAWN A. PULLER	BY A. PULLER	DATE 03/27/2020	F.P. NO. 4380841		SECTION 72500 SHEET 5 OF 5
REVISION	BY	DATE	CHECKED P. GHIOTTO	DATE 03/27/2020	F.A.P. NO. D220 012 B		

SKETCH AND DESCRIPTION OF A PORTION OF D.I. BARTON GRANT SECTION 8, TOWNSHIP 2 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA






(VICINITY MAP)
N.T.S.

PARCEL LOCATION

GENERAL NOTES

- 1.) THE SOLE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE PROPOSED EASEMENTS. IT DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2012 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°25'49" EAST ON THE BASELINE OF SURVEY OF EIGHT STREET.
- 3.) IMPROVEMENTS HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN HEREON.
- 4.) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 5.) THIS SKETCH AND DESCRIPTION WAS PREPARED WITH THE BENEFIT OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT TWO, TITLE REPORT, PARCEL NO: 115327 0000.

LEGEND

<p>B = BASELINE C# = CURVE NUMBER (C) = CALCULATED CONC. = CONCRETE (D) = DEED Δ = DELTA EXIST. = EXISTING (F) = FIELD F.A.P. = FEDERAL AID PROJECT F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION F.P. = FINANCIAL PROJECT FND. = FOUND</p>	<p>FPN = FINANCIAL PROJECT NUMBER INC. = INCORPORATED ID. = IDENTIFICATION IP = IRON PIPE L# = LINE NUMBER LB = LICENSED BUSINESS NO. = NUMBER N.T.S. = NOT TO SCALE O.R. = OFFICIAL RECORDS (P) = PLAT P.B. = PLAT BOOK P.I. = POINT OF INTERSECTION</p>	<p>R/W = RIGHT OF WAY S.R. = STATE ROAD STA. = STATION & = AND  = PROPERTY LINE SYMBOL  = BLOCK NUMBER  = PARCEL ACQUISITION NUMBER</p>
--	--	--

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCELS 702 AND 802

TALLEYRAND AVENUE TRUCK PARKING PROJECT

DUVAL COUNTY

PREPARED BY: GHIOTTO & ASSOCIATES, INC.
2426 PHILIPS HWY.
JACKSONVILLE, FL 32207

DATA SOURCE: CAICE DATABASE NO. 7200041

DRAWN BY A. PULLER DATE 03/04/2020

F.P. NO. 4380841

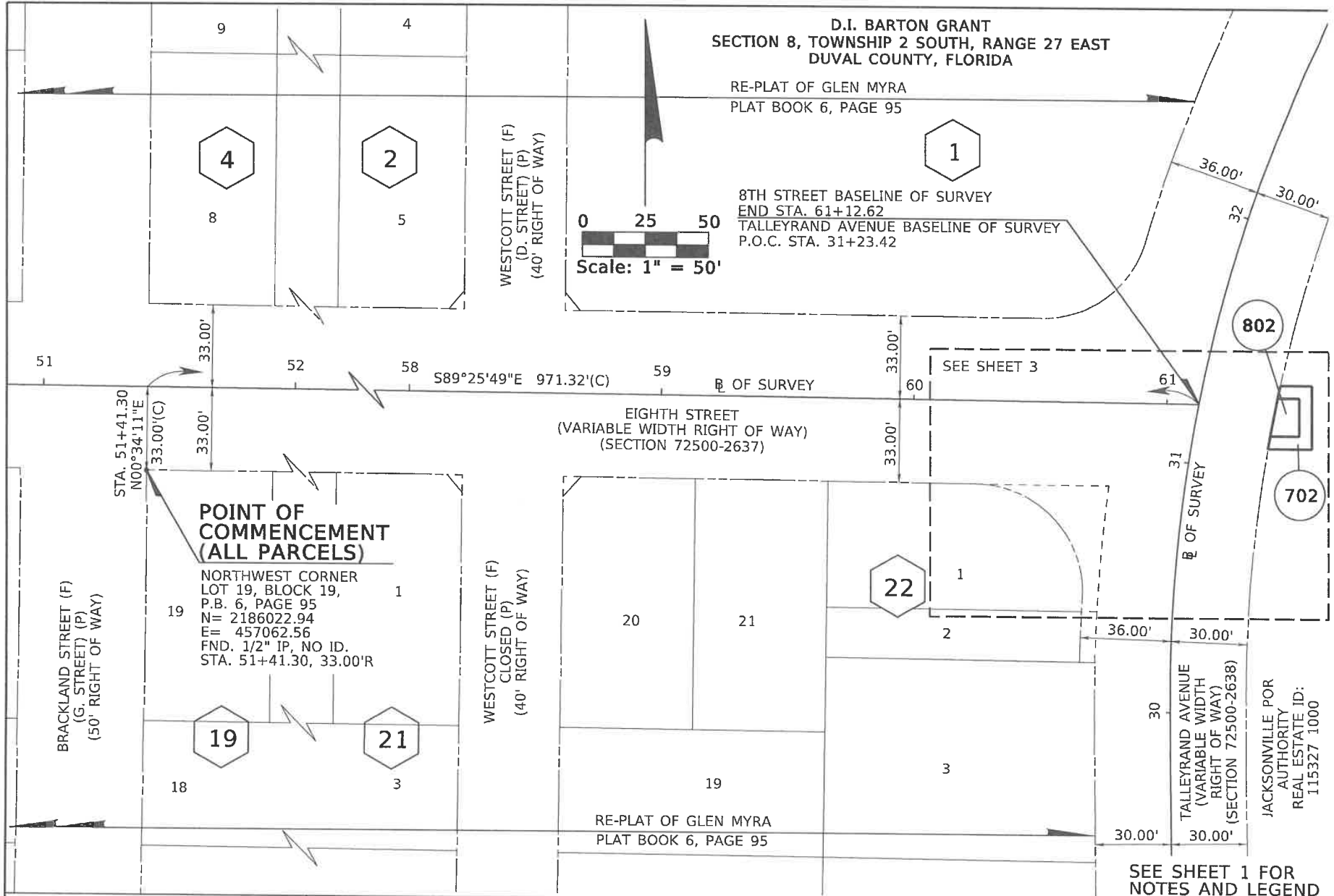
CHECKED BY P. GHIOTTO DATE 03/04/2020

F.A.P. NO. D220 012B

SECTION 72500

SHEET 1 OF 5

A-200

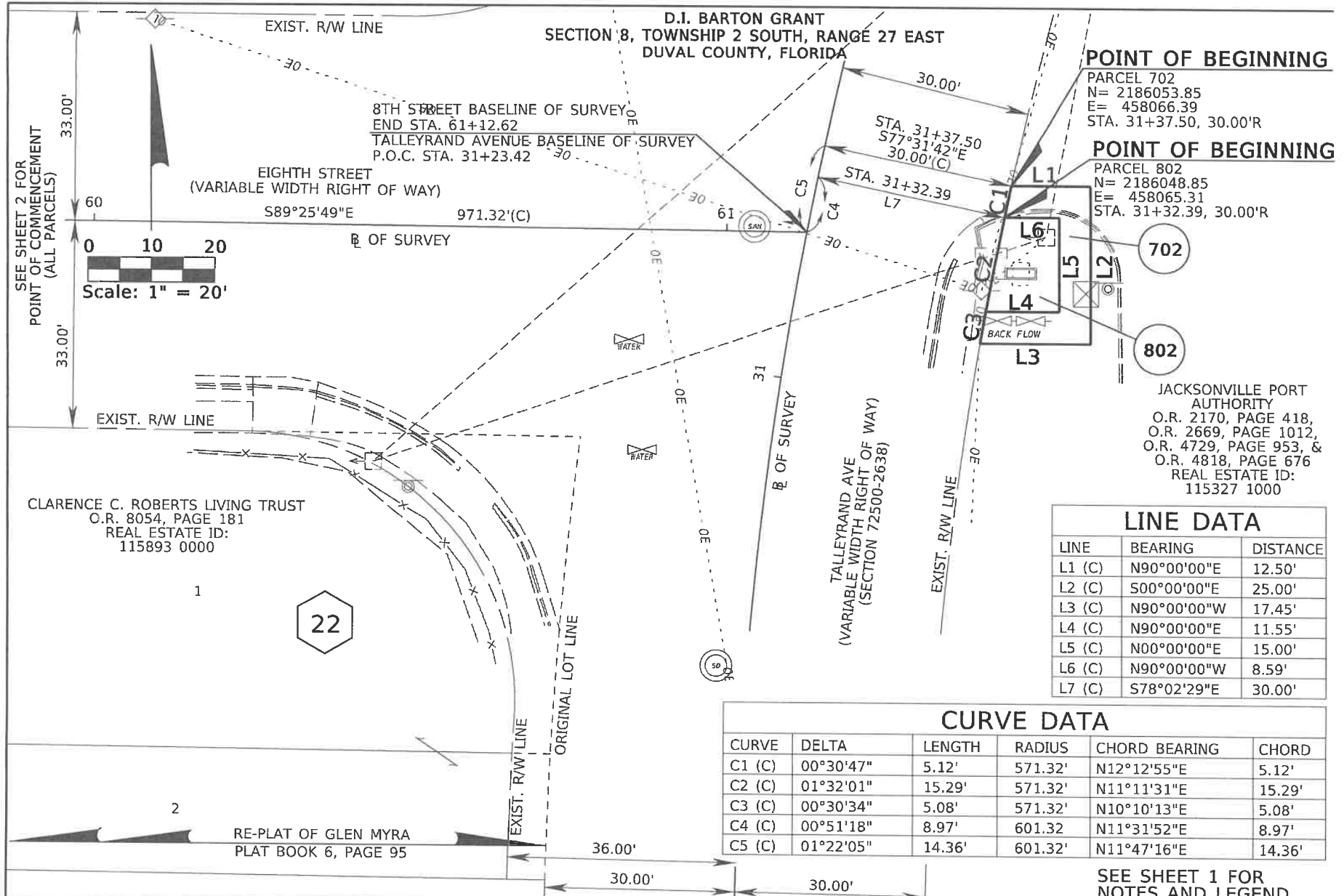


FLORIDA DEPARTMENT OF
TRANSPORTATION

SKETCH OF DESCRIPTION
NOT A SURVEY

REVISION	BY	DATE

TALLEYRAND AVENUE TRUCK PARKING			DUVAL COUNTY	
PREPARED BY:	GHIOTTO & ASSOCIATES, INC. 2426 PHILLIPS HWY. JACKSONVILLE, FL 32207		DATA SOURCE: CAICE DATABASE NO. 7200041	
DRAWN	A. PULLER	03/04/2020	F.P. NO. 4380841	SECTION 72500 SHEET 2 OF 5
CHECKED	P. GHIOTTO	03/04/2020	F.A.P. NO. D220 012 B	



FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION NOT A SURVEY				TALLEYRAND AVENUE TRUCK PARKING			DUVAL COUNTY			
				BY	DATE	PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILLIPS HWY. JACKSONVILLE, FL 32207			DATA SOURCE: CAICE DATABASE NO. 7200041	
				DRAWN	A. PULLER					
				CHECKED	P. GHIOTTO	03/04/2020	F.P. NO. 4380841 F.A.P. NO. D220 012 B		SECTION 72500	SHEET 3 OF 5
REVISION			BY			DATE				

08-TE.13-Date: May 20, 2020

T. S. No. 001
R/W Map Sheet No. (Sketch)
Tax Parcel No. 115327-1000

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 704.1
SECTION NO. 72000
F.P. NO. 4380841
STATE ROAD NO. Talleyrand Ave,
COUNTY OF DUVAL

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by the JACKSONVILLE PORT AUTHORITY, a body politic and corporate and an agency of the State of Florida, 2831 Talleyrand Avenue, Jacksonville, Florida 32206, Grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor gives, grants, bargains and releases to Grantee, its successors and assigns, a temporary construction easement for the purpose of (i) installing Intelligent Traffic Systems ("ITS") devices for traffic operations and planning purposes; and (ii) tying in, conforming, harmonizing, and reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and other features located on or within the real property described below and located in Duval County, Florida, with the construction undertaken by the Department on adjacent Talleyrand Avenue, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with other related incidental purposes necessary to complete the Reconnection Work.

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-three (33) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

TO HAVE AND TO HOLD the same to Grantee, its successors and assigns, for the period of time provided for in this Temporary Easement.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jacksonville Port Authority

Witness:
Print Name:_____

BY: _____
Eric Green

Witness
Print Name:_____

Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Eric Green, Chief Executive Officer, Jacksonville Port Authority, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name:_____
Notary Public
My Commission Expires:_____

Exhibit "A"Section No. 72000Talleyrand Avenue ProjectDuval County

F.P. No. 4380841

Parcel No. 704

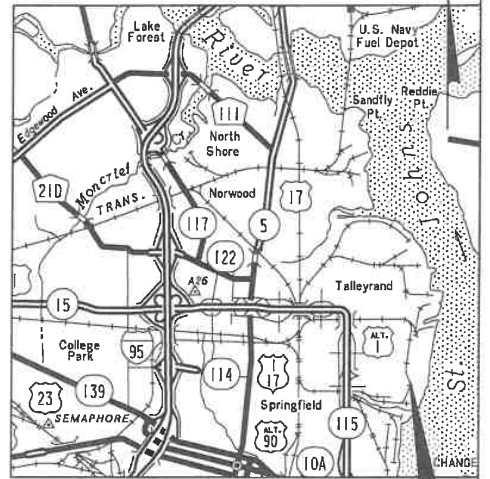
Temporary Construction Easement

Part Of Lot 8 And A Part Of An Unnumbered Lot Lying South Of, And Adjacent To, Said Lot 8, Plat Of Part Of East Lewisville, As Recorded In Plat Book 6, Pages 89 And 90 Of The Current Public Records Of Duval County, Florida, Lying In The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With No Identification Located At The Northwest Corner Of Lot 19, Block 19, Re-Plat Of Glen Myra, As Recorded In Plat Book 6, Page 95 Of The Current Public Records Of Duval County, Florida, Said Commencement Also Being An Intersection Of The South Existing Right Of Way Line Of Eighth Street (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2637) With The East Existing Right Of Way Line Of Brackland Street (Formerly G. Street Per Said Re-Plat Of Glen Myra, A 50.00 Foot Right Of Way), Lying In The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida; Thence North 00°34'11" East, A Distance Of 33.00 Feet To The Baseline Of Survey Of Said Eighth Street; Thence South 89°25'49" East, Along Said Baseline Of Survey, A Distance Of 971.32 Feet To The Baseline Of Survey Of Talleyrand Avenue (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638), And A Curve To The Right, Having A Radius Of 601.32 Feet; Thence Along Said Baseline Of Survey And Curve, Through A Central Angle Of 21°29'29", An Arc Distance Of 225.55 Feet, And A Chord Bearing And Distance Of North 21°50'58" East, 224.23 Feet; Thence North 32°35'42" East, Along Said Baseline Of Survey, A Distance Of 361.83 Feet; Thence South 57°24'18" East, A Distance Of 30.00 Feet To The Southeasterly Existing Right Of Way Line Of Said Talleyrand Avenue And To The **Point Of Beginning**; Thence North 32°35'42" East, Along Said Southeasterly Existing East Right Of Way Line, A Distance Of 178.30 Feet; Thence South 57°24'18" East, A Distance Of 10.00 Feet; Thence South 32°35'42" West, A Distance Of 178.30 Feet; Thence North 57°24'18" West, A Distance Of 10.00 Feet To The **Point Of Beginning**.

Containing 1,783 Square Feet, More Or Less.

SKETCH AND DESCRIPTION OF A PORTION OF D.I. BARTON GRANT SECTION 8, TOWNSHIP 2 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA



(VICINITY MAP)
N.T.S.

PARCEL LOCATION

GENERAL NOTES

- 1.) THE SOLE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE A PROPOSED EASEMENT. IT DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2012 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°25'49" EAST ON THE BASELINE OF SURVEY OF EIGHTH STREET.
- 3.) IMPROVEMENTS HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN HEREON.
- 4.) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 5.) THIS SKETCH AND DESCRIPTION WAS PREPARED WITH THE BENEFIT OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT TWO, TITLE REPORT, PARCEL NO: 131945 0000.

LEGEND

<p> B = BASELINE C# = CURVE NUMBER (C) = CALCULATED CONC. = CONCRETE (D) = DEED Δ = DELTA EXIST. = EXISTING (F) = FIELD F.A.P. = FEDERAL AID PROJECT F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION F.P. = FINANCIAL PROJECT FND. = FOUND </p>	<p> FPN = FINANCIAL PROJECT NUMBER INC. = INCORPORATED ID. = IDENTIFICATION IP = IRON PIPE L# = LINE NUMBER LB = LICENSED BUSINESS NO. = NUMBER N.T.S. = NOT TO SCALE O.R. = OFFICIAL RECORDS (P) = PLAT P.B. = PLAT BOOK P.I. = POINT OF INTERSECTION </p>	<p> R/W = RIGHT OF WAY S.R. = STATE ROAD STA. = STATION & = AND = PROPERTY LINE SYMBOL = BLOCK NUMBER = PARCEL ACQUISITION NUMBER </p>
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FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH & LEGAL DESCRIPTION PARCEL 704

TALLEYRAND AVENUE TRUCK PARKING PROJECT

DUVAL COUNTY

PREPARED BY: GHIOTTO & ASSOCIATES, INC.
2426 PHILIPS HWY.
JACKSONVILLE, FL 32207

DATA SOURCE: CAICE DATABASE NO. 7200041

DRAWN BY A. PULLER DATE 03/19/2020

F.P. NO. 4380841

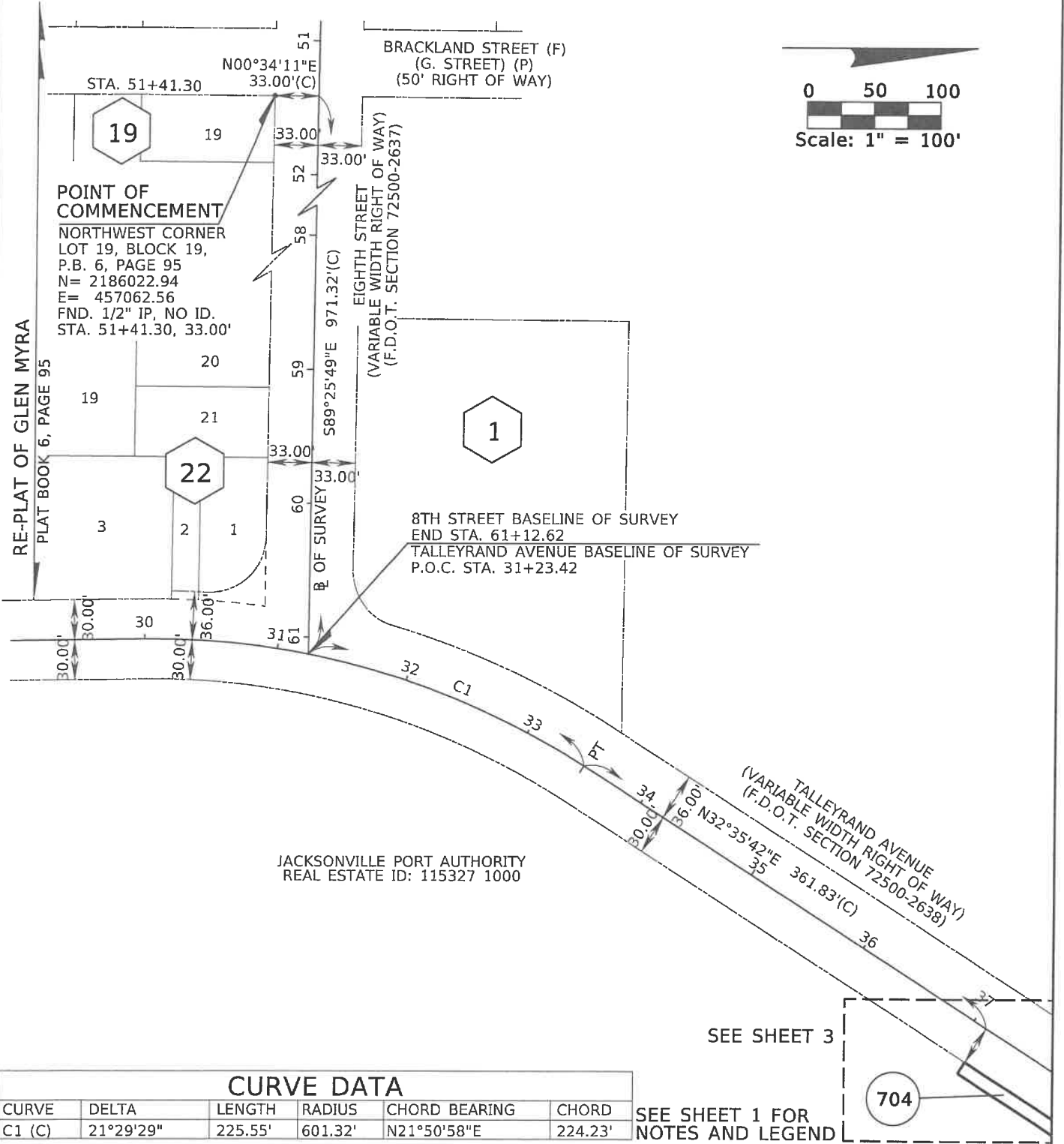
SECTION 72500

SHEET 1 OF 4

CHECKED BY P. GHIOTTO DATE 03/20/2020

F.A.P. NO. D220 012B

D.I. BARTON GRANT
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 27 EAST
DUVAL COUNTY, FLORIDA



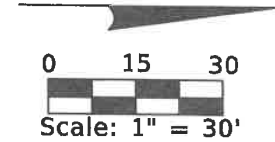
CURVE DATA

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1 (C)	21°29'29"	225.55'	601.32'	N21°50'58"E	224.23'

**FLORIDA DEPARTMENT OF TRANSPORTATION
PARCEL SKETCH & LEGAL DESCRIPTION**

			TALLEYRAND AVENUE TRUCK PARKING PROJECT		DUVAL COUNTY
REVISION	BY	DATE	BY	DATE	PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILIPS HWY. JACKSONVILLE, FL 32207
			DRAWN	A. PULLER 03/04/2020	DATA SOURCE: CAICE DATABASE NO. 7200041
			CHECKED	P. GHIOTTO 03/04/2020	F.P. NO. 4380841
					F.A.P. NO. D220 012 B
					SECTION 72500 SHEET 2 OF 4

D.I. BARTON GRANT
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 27 EAST
DUVAL COUNTY, FLORIDA



POINT OF BEGINNING

PARCEL 704
N= 2186543.08
E= 458337.81
STA. 37+10.84, 30.00'R

LINE DATA		
LINE	BEARING	DISTANCE
L1 (C)	S57°24'18"E	10.00'
L2 (C)	N57°24'18"W	10.00'

JACKSONVILLE PORT AUTHORITY
O.R. 2170, PAGE 418,
O.R. 2669, PAGE 1012,
O.R. 4729, PAGE 953, &
O.R. 4818, PAGE 676
REAL ESTATE ID: 115327 1000

UNNUMBERED LOT

PLAT OF PART OF EAST LEWISVILLE
PLAT BOOK 6, PAGE 89 & 90

SEE SHEET 1 FOR
NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION NOT A SURVEY			TALLEYRAND AVENUE TRUCK PARKING		DUVAL COUNTY		
			BY	DATE	PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILLIPS HWY. JACKSONVILLE, FL 32207		
			DRAWN	A. PULLER	03/19/2020	DATA SOURCE: CAICE DATABASE NO. 7200041	
	REVISION	BY	DATE	CHECKED	P. GHIOTTO	03/20/2020	F.P. NO. 4380841 F.A.P. NO. D220 012 B

PARCEL DESCRIPTION

Parcel 704

Part Of Lot 8 And A Part Of An Unnumbered Lot Lying South Of, And Adjacent To, Said Lot 8, Plat Of Part Of East Lewisville, As Recorded In Plat Book 6, Pages 89 And 90 Of The Current Public Records Of Duval County, Florida, Lying In The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With No Identification Located At The Northwest Corner Of Lot 19, Block 19, Re-Plat Of Glen Myra, As Recorded In Plat Book 6, Page 95 Of The Current Public Records Of Duval County, Florida, Said Commencement Also Being An Intersection Of The South Existing Right Of Way Line Of Eighth Street (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2637) With The East Existing Right Of Way Line Of Brackland Street (Formerly G. Street Per Said Re-Plat Of Glen Myra, A 50.00 Foot Right Of Way), Lying In The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida; Thence North 00°34'11" East, A Distance Of 33.00 Feet To The Baseline Of Survey Of Said Eighth Street; Thence South 89°25'49" East, Along Said Baseline Of Survey, A Distance Of 971.32 Feet To The Baseline Of Survey Of Talleyrand Avenue (A Variable Width Right Of Way, As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638), And A Curve To The Right, Having A Radius Of 601.32 Feet; Thence Along Said Baseline Of Survey And Curve, Through A Central Angle Of 21°29'29", An Arc Distance Of 225.55 Feet, And A Chord Bearing And Distance Of North 21°50'58" East, 224.23 Feet; Thence North 32°35'42" East, Along Said Baseline Of Survey, A Distance Of 361.83 Feet; Thence South 57°24'18" East, A Distance Of 30.00 Feet To The Southeasterly Existing Right Of Way Line Of Said Talleyrand Avenue And To The **Point Of Beginning**; Thence North 32°35'42" East, Along Said Southeasterly Existing East Right Of Way Line, A Distance Of 178.30 Feet; Thence South 57°24'18" East, A Distance Of 10.00 Feet; Thence South 32°35'42" West, A Distance Of 178.30 Feet; Thence North 57°24'18" West, A Distance Of 10.00 Feet To The **Point Of Beginning**.

Containing 1,783 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.



Philip M. Ghiotto, P.S.M.
 Florida Professional Surveyor And Mapper No.: 4195
 Address: 2426 Philips Highway
 Jacksonville, Florida 32207

3/30/2020

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S DIGITAL SIGNATURE AND SEAL.

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				PARCEL SKETCH & LEGAL DESCRIPTION			
				TALLEYRAND AVENUE TRUCK PARKING PROJECT		DUVAL COUNTY	
				PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILIPS HWY. JACKSONVILLE, FL 32207		DATA SOURCE: CAICE DATABASE NO. 7200041	
		DRAWN		A. PULLER		03/19/2020	
		CHECKED		P. GHIOTTO		03/20/2020	
REVISION		BY		DATE		SECTION 72500	
						SHEET 4 OF 4	
						F.P. NO. 4380841	
						F.A.P. NO. D220 012 B	

08-TE.13-Date: May 20, 2020

T. S. No. 001
R/W Map Sheet No. (Sketch)
Tax Parcel No. 131945-0000

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 706.1
SECTION NO. 72000
F.P. NO. 4380841
STATE ROAD NO. Talleyrand Ave,
COUNTY OF DUVAL

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by the JACKSONVILLE PORT AUTHORITY, a body politic and corporate and an agency of the State of Florida, 2831 Talleyrand Avenue, Jacksonville, Florida 32206, Grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, Grantor gives, grants, bargains and releases to Grantee, its successors and assigns, a temporary construction easement for the purpose of (i) installing Intelligent Traffic Systems ("ITS") devices for traffic operations and planning purposes; and (ii) tying in, conforming, harmonizing, and reconnecting existing grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and other features located on or within the real property described below and located in Duval County, Florida, with the construction undertaken by the Department on adjacent Talleyrand Avenue, as part of the above-referenced financial project (collectively the "Reconnection Work"), together with other related incidental purposes necessary to complete the Reconnection Work.

SEE Exhibit "A", attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of thirty-three (33) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

TO HAVE AND TO HOLD the same to Grantee, its successors and assigns, for the period of time provided for in this Temporary Easement.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jacksonville Port Authority

Witness:
Print Name: _____

BY: _____
Eric Green

Witness
Print Name: _____

Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Eric Green, Chief Executive Officer, Jacksonville Port Authority, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"Section No. 72000Talleyrand Avenue ProjectDuval County

F.P. No. 4380841

Parcel No. 706

Temporary Construction Easement

Part Of The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With Cap Stamped "PSM 5748" Located At The Northwest Corner Of Lot 6, Block 1, Sutherland Place, As Recorded In Plat Book 4, Page 10 Of The Current Public Records Of Duval County, Florida; Thence North 89° 24' 16" East, Along The North Line Of Said Block 1 And Its Easterly Prolongation, A Distance Of 267.34 Feet To The Baseline Of Survey Of Talleyrand Avenue (A 66.00 Foot Right Of Way As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638); Thence Along Said Baseline Of Survey, The Following Five Courses: Course No. 1: North 01° 53' 44" East, A Distance Of 407.37 Feet To A Curve To The Right, Having A Radius Of 1,698.51 Feet; Course No. 2: Along Said Curve, Through A Central Angle Of 05° 43' 47", An Arc Distance Of 169.86 Feet, And A Chord Bearing And Distance Of North 04° 45' 37" East, 169.79 Feet; Course No. 3: North 07° 37' 31" East, A Distance Of 335.53 Feet To A Curve To The Right, Having A Radius Of 6,646.49 Feet; Course No. 4: Along Said Curve, Through A Central Angle Of 01° 52' 45", An Arc Distance Of 217.98 Feet, And A Chord Bearing And A Distance Of North 08° 33' 53" East, 217.97 Feet; Course No. 5: North 09° 30' 16" East, A Distance Of 287.28 Feet; Thence South 89° 59' 40" West, A Distance Of 36.50 Feet To Northwesternly Existing Right Of Way Line Of Said Talleyrand Avenue; Thence Continue South 89° 59' 40" West, A Distance Of 10.14 Feet To The **Point Of Beginning**; Thence South 09° 30' 16" West, A Distance Of 123.32 Feet; Thence North 80° 29' 44" West, A Distance Of 4.92 Feet; Thence South 41° 18' 56" West, A Distance Of 11.65 Feet; Thence South 48° 41' 04" East, A Distance Of 9.67 Feet; Thence South 80° 29' 44" East, A Distance Of 12.84 Feet To The Northwesternly Existing Right Of Way Line Of Said Talleyrand Avenue; Thence South 09° 30' 16" West, Along Said Northwesternly Existing Right Of Way Line, A Distance Of 5.00 Feet; Thence North 80° 29' 44" West, A Distance Of 14.26 Feet; Thence North 48° 41' 04" West, A Distance Of 16.10 Feet; Thence North 41° 18' 56" East, A Distance Of 19.43 Feet; Thence South 80° 29' 44" East, A Distance Of 2.70 Feet; Thence North 09° 30' 16" East, A Distance Of 117.49 Feet; Thence North 89° 59' 40" East, A Distance Of 5.07 Feet To The **Point Of Beginning**.

Containing 831 Square Feet, More Or Less.

07-PE.02-Date: May 20, 2020

T. S. No. 001
R/W Map Sheet No. (Sketch)
Tax Parcel No. 131945-0000

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 806.1
SECTION NO. 72000
F.P. NO. 4380841
STATE ROAD NO. Talleyrand Ave.
COUNTY OF DUVAL

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 2020, by JACKSONVILLE PORT AUTHORITY, a body politic and corporate and an agency of the State of Florida, 2831 Talleyrand Avenue, Jacksonville, Florida 32206, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor acknowledges, gives, grants, bargains and releases to Grantee, its successors and assigns, a perpetual easement for the purposes of constructing, installing, observing, inspecting, maintaining and removing Intelligent Traffic Systems ("ITS") devices for traffic operations and planning purposes, in, over, under, upon and through the following described real property located in Duval County, Florida, to wit:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same to Grantee, its successors and assigns forever, provided, however, this Easement shall terminate if: (i) Grantee, in its determination, no longer requires the Easement for ITS purposes; or (ii) the Easement is not used for ITS purposes for twelve consecutive months. In the event Grantor contends the Easement has not been used for ITS purposes for twelve consecutive months, Grantor shall deliver written notice of its intent to terminate the Easement to Grantee. Grantee shall have forty-five (45) days from its receipt of Grantor's written notice to challenge the occurrence of the condition precedent by filing an action for

declaratory relief in a state court of competent jurisdiction. Grantee's failure to timely file an action for declaratory relief shall constitute a failure of the right to do so. If Grantee fails to timely file an action for declaratory relief or if the action for declaratory relief results in final adjudication determining that the condition precedent for termination of the Easement was satisfied, authorized representatives of Grantor and Grantee shall promptly execute a Termination of Easement and Grantor shall record the Termination of Easement in the Official Records of Duval County, Florida. The Termination of Easement shall allow Grantee ninety (90) days to remove Grantee's ITS equipment and other improvements from the Easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Jacksonville Port Authority

Witness:
Print Name: _____

BY: _____
Eric Green

Witness
Print Name: _____

Its: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Eric Green, Chief Executive Officer, Jacksonville Port Authority, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 72000 Talleyrand Avenue Project Duval County
F.P. No. 4380841

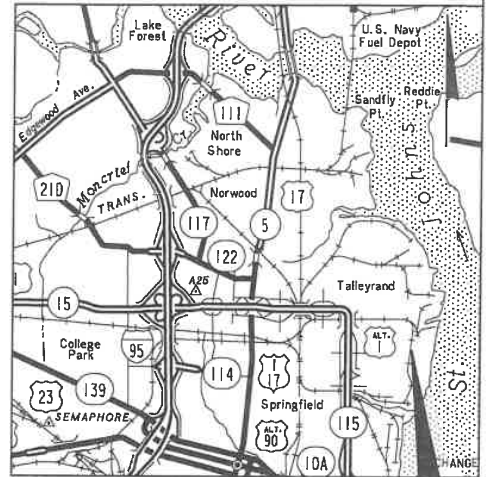
Parcel No. 806 Perpetual Easement

Part Of The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida
Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With Cap Stamped "PSM 5748" Located At The Northwest Corner Of Lot 6, Block 1, Sutherland Place, As Recorded In Plat Book 4, Page 10 Of The Current Public Records Of Duval County, Florida; Thence North 89° 24' 16" East, Along The North Line Of Said Block 1 And Its Easterly Prolongation, A Distance Of 267.34 Feet To The Baseline Of Survey Of Talleyrand Avenue (A 66.00 Foot Right Of Way As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638); Thence Along Said Baseline Of Survey, The Following Five Courses: Course No. 1: North 01° 53' 44" East, A Distance Of 407.37 Feet To A Curve To The Right, Having A Radius Of 1,698.51 Feet; Course No. 2: Along Said Curve, Through A Central Angle Of 05° 43' 47", An Arc Distance Of 169.86 Feet, And A Chord Bearing And Distance Of North 04° 45' 37" East, 169.79 Feet; Course No. 3: North 07° 37' 31" East, A Distance Of 335.53 Feet To A Curve To The Right, Having A Radius Of 6,646.49 Feet; Course No. 4: Along Said Curve, Through A Central Angle Of 01° 52' 45", An Arc Distance Of 217.98 Feet, And A Chord Bearing And A Distance Of North 08° 33' 53" East, 217.97 Feet; Course No. 5: North 09° 30' 16" East, A Distance Of 287.28 Feet; Thence South 89° 59' 40" West, A Distance Of 36.50 Feet To Northwestern Existing Right Of Way Line Of Said Talleyrand Avenue And To The Point Of Beginning; Thence South 09° 30' 16" West, Along Said Northwestern Existing Right Of Way Line, A Distance Of 140.00 Feet; Thence North 80° 29' 44" West, A Distance Of 12.84 Feet; Thence North 48° 41' 04" West, A Distance Of 9.67 Feet; Thence North 41° 18' 56" East, A Distance Of 11.65 Feet; Thence South 80° 29' 44" East, A Distance Of 4.92 Feet; Thence North 09° 30' 16" East, A Distance Of 123.32 Feet; Thence North 89° 59' 40" East, A Distance Of 10.14 Feet To The Point Of Beginning.

Containing 1,506 Square Feet, More Or Less.

SKETCH AND DESCRIPTION OF A PORTION OF AND D.I. BARTON GRANT, SECTION 8, TOWNSHIP 2 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA



(VICINITY MAP)
N.T.S.

PARCEL LOCATION

GENERAL NOTES

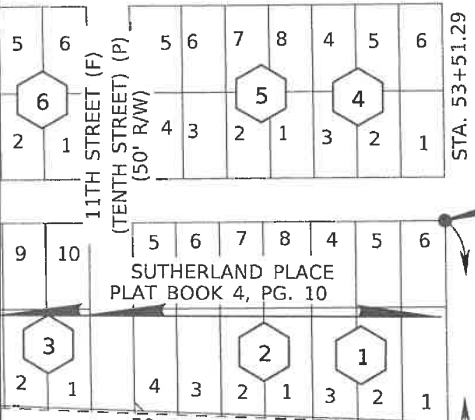
- 1.) THE SOLE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO GRAPHICALLY ILLUSTRATE PROPOSED EASEMENTS. IT DOES NOT REPRESENT A BOUNDARY SURVEY.
- 2.) THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2012 ADJUSTMENT, DERIVING A BEARING OF NORTH 09°30'16" EAST ON THE BASELINE OF SURVEY OF TALLEYRAND AVENUE.
- 3.) IMPROVEMENTS HAVE NOT BEEN LOCATED, EXCEPT AS SHOWN HEREON.
- 4.) ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- 5.) THIS SKETCH AND DESCRIPTION WAS PREPARED WITH THE BENEFIT OF FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT TWO, TITLE REPORT, PARCEL NO: 131945 0000.

LEGEND

<p>BL = BASELINE C# = CURVE NUMBER (C) = CALCULATED CONC. = CONCRETE (D) = DEED Δ = DELTA EXIST. = EXISTING (F) = FIELD F.A.P. = FEDERAL AID PROJECT F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION F.P. = FINANCIAL PROJECT FND. = FOUND</p>	<p>FPN = FINANCIAL PROJECT NUMBER INC. = INCORPORATED ID. = IDENTIFICATION IP = IRON PIPE L# = LINE NUMBER LB = LICENSED BUSINESS NO. = NUMBER N.T.S. = NOT TO SCALE O.R. = OFFICIAL RECORDS (P) = PLAT P.B. = PLAT BOOK P.I. = POINT OF INTERSECTION</p>	<p>R/W = RIGHT OF WAY S.R. = STATE ROAD STA. = STATION & = AND PL = PROPERTY LINE SYMBOL # (in hexagon) = BLOCK NUMBER # (in circle) = PARCEL ACQUISITION NUMBER</p>
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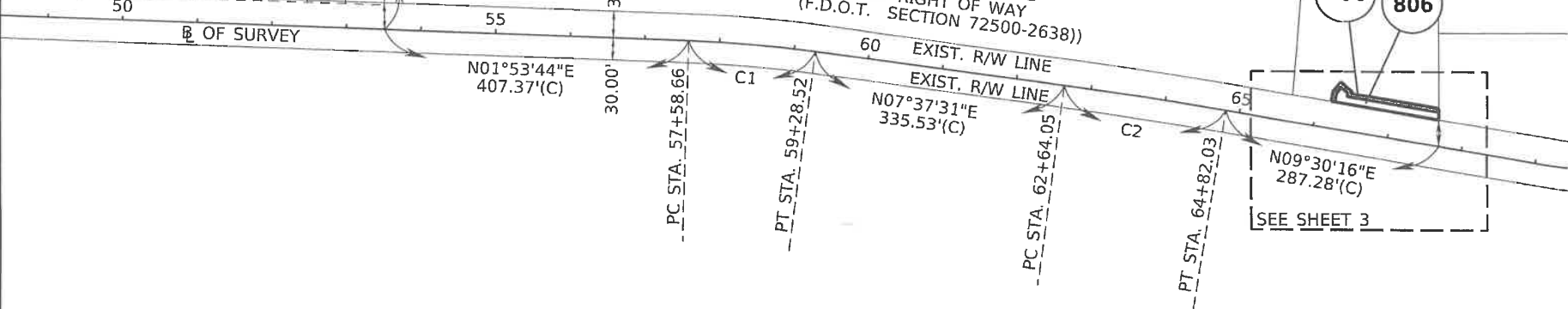
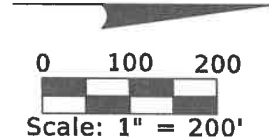
FLORIDA DEPARTMENT OF TRANSPORTATION							
SKETCH & LEGAL DESCRIPTION OF PARCELS 706 AND 806							
TALLEYRAND AVENUE TRUCK PARKING PROJECT						DUVAL COUNTY	
		BY	DATE	PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILIPS HWY. JACKSONVILLE, FL 32207		DATA SOURCE: CAICE DATABASE NO. 7200041	
DRAWN	A. PULLER	03/19/2020	F.P. NO. 4380841		SECTION 72500		SHEET 1 OF 5
REVISION	BY	DATE	CHECKED	P. GHIOTTO	03/20/2020	F.A.P. NO. D220 012B	

D.I. BARTON GRANT
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 27 EAST
DUVAL COUNTY, FLORIDA



POINT OF COMMENCEMENT (ALL PARCELS)

NORTHWEST CORNER
LOT 6, BLOCK 1
P.B. 4, PAGE 10
N= 2188079.76
E= 458486.18
FND. 1/2" IP WITH CAP
STAMPED "PSM 5748"
STA. 53+39.67, 267.09'

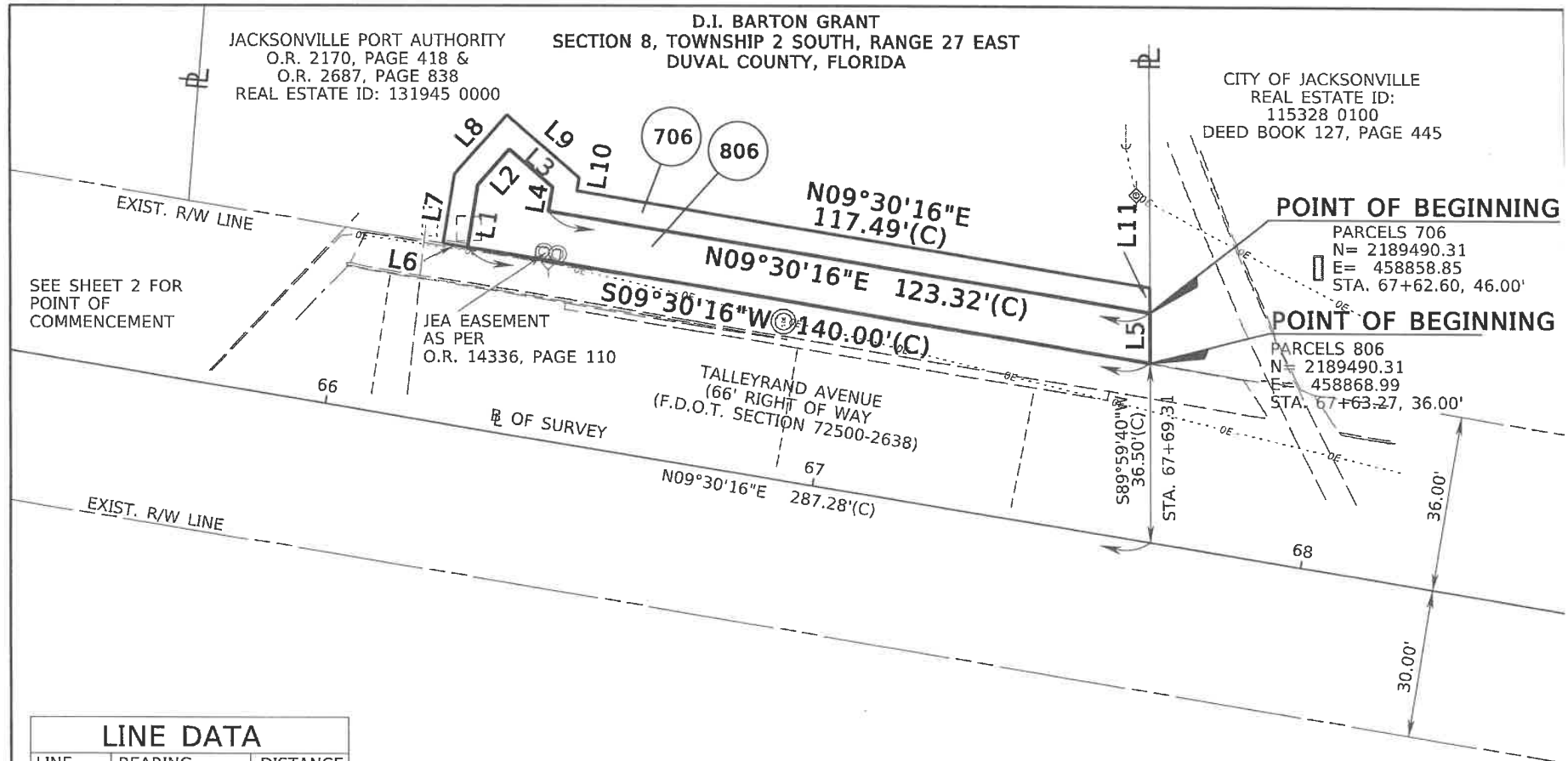


CURVE DATA

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD
C1 (C)	05°43'47"	169.86'	1698.51'	N04°45'37"E	169.79'
C2 (C)	01°52'45"	217.98'	6646.49'	N08°33'53"E	217.97'

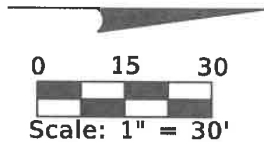
SEE SHEET 1 FOR NOTES AND LEGEND

SKETCH OF DESCRIPTION NOT A SURVEY FLORIDA DEPARTMENT OF TRANSPORTATION				TALLEYRAND AVENUE TRUCK PARKING			DUVAL COUNTY	
				BY	DATE	PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILLIPS HWY. JACKSONVILLE, FL 32207		
				DRAWN	A. PULLER	03/19/2020	F.P. NO. 4380841	
	REVISION	BY	DATE	CHECKED	P. GHIOTTO	03/20/2020	F.A.P. NO. D220 012 B	SECTION 72500 SHEET 2 OF 5



LINE DATA

LINE	BEARING	DISTANCE
L1 (C)	N80°29'44"W	12.84'
L2 (C)	N48°41'04"W	9.67'
L3 (C)	N41°18'56"E	11.65'
L4 (C)	S80°29'44"E	4.92'
L5 (C)	S89°59'40"W	10.14'
L6 (C)	N09°30'16"E	5.00'
L7 (C)	N80°29'44"W	14.26'
L8 (C)	N48°41'04"W	16.10'
L9 (C)	N41°18'56"E	19.43'
L10 (C)	S80°29'44"E	2.70'
L11 (C)	S89°59'40"W	5.07'



SEE SHEET 1 FOR NOTES AND LEGEND

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION NOT A SURVEY	ADDED JEA EASEMENT	A. PULLER	03/13/2020	TALLEYRAND AVENUE TRUCK PARKING		DUVAL COUNTY	
				BY	DATE	PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILLIPS HWY. JACKSONVILLE, FL 32207	
				DRAWN	A. PULLER	03/19/2020	DATA SOURCE: CAICE DATABASE NO. 7200041
	REVISION	BY	DATE	CHECKED	P. GHIOTTO	03/20/2020	F.P. NO. 4380841 F.A.P. NO. D220 012 B

PARCEL DESCRIPTION

Parcel 706

Part Of The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With Cap Stamped "PSM 5748" Located At The Northwest Corner Of Lot 6, Block 1, Sutherland Place, As Recorded In Plat Book 4, Page 10 Of The Current Public Records Of Duval County, Florida; Thence North 89° 24' 16" East, Along The North Line Of Said Block 1 And Its Easterly Prolongation, A Distance Of 267.34 Feet To The Baseline Of Survey Of Talleyrand Avenue (A 66.00 Foot Right Of Way As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638); Thence Along Said Baseline Of Survey, The Following Five Courses: Course No. 1: North 01° 53' 44" East, A Distance Of 407.37 Feet To A Curve To The Right, Having A Radius Of 1,698.51 Feet; Course No. 2: Along Said Curve, Through A Central Angle Of 05°43'47", An Arc Distance Of 169.86 Feet, And A Chord Bearing And Distance Of North 04°45'37" East, 169.79 Feet; Course No. 3: North 07° 37' 31" East, A Distance Of 335.53 Feet To A Curve To The Right, Having A Radius Of 6,646.49 Feet; Course No. 4: Along Said Curve, Through A Central Angle Of 01°52'45", An Arc Distance Of 217.98 Feet, And A Chord Bearing And A Distance Of North 08°33'53" East, 217.97 Feet; Course No. 5: North 09° 30' 16" East, A Distance Of 287.28 Feet; Thence South 89° 59' 40" West, A Distance Of 36.50 Feet To Northwestern Existing Right Of Way Line Of Said Talleyrand Avenue; Thence Continue South 89° 59' 40" West, A Distance Of 10.14 Feet To The **Point Of Beginning**; Thence South 09° 30' 16" West, A Distance Of 123.32 Feet; Thence North 80° 29' 44" West, A Distance Of 4.92 Feet; Thence South 41° 18' 56" West, A Distance Of 11.65 Feet; Thence South 48° 41' 04" East, A Distance Of 9.67 Feet; Thence South 80° 29' 44" East, A Distance Of 12.84 Feet To The Northwestern Existing Right Of Way Line Of Said Talleyrand Avenue; Thence South 09° 30' 16" West, Along Said Northwestern Existing Right Of Way Line, A Distance Of 5.00 Feet; Thence North 80° 29' 44" West, A Distance Of 14.26 Feet; Thence North 48° 41' 04" West, A Distance Of 16.10 Feet; Thence North 41° 18' 56" East, A Distance Of 19.43 Feet; Thence South 80° 29' 44" East, A Distance Of 2.70 Feet; Thence North 09° 30' 16" East, A Distance Of 117.49 Feet; Thence North 89° 59' 40" East, A Distance Of 5.07 Feet To The **Point Of Beginning**.

Containing 831 Square Feet, More Or Less.

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				PARCEL SKETCH & LEGAL DESCRIPTION			
				TALLEYRAND AVENUE TRUCK PARKING PROJECT			DUVAL COUNTY
				PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILIPS HWY. JACKSONVILLE, FL 32207		DATA SOURCE: CAICE DATABASE NO. 7200041	
		DRAWN	A. PULLER	03/19/2020	F.P. NO. 4380841		SECTION 72500
REVISION	BY	DATE	CHECKED	P. GHIOTTO	03/20/2020	F.A.P. NO. D220 012 B	

PARCEL DESCRIPTION

Parcel 806

Part Of The D.I. Barton Grant, Section 8, Township 2 South, Range 27 East, Duval County, Florida Being More Particularly Described As Follows:

Commence At A 1/2 Inch Iron Pipe With Cap Stamped "PSM 5748" Located At The Northwest Corner Of Lot 6, Block 1, Sutherland Place, As Recorded In Plat Book 4, Page 10 Of The Current Public Records Of Duval County, Florida; Thence North 89° 24' 16" East, Along The North Line Of Said Block 1 And Its Easterly Prolongation, A Distance Of 267.34 Feet To The Baseline Of Survey Of Talleyrand Avenue (A 66.00 Foot Right Of Way As Shown On Florida Department Of Transportation Right Of Way Map, Section 72500-2638); Thence Along Said Baseline Of Survey, The Following Five Courses: Course No. 1: North 01° 53' 44" East, A Distance Of 407.37 Feet To A Curve To The Right, Having A Radius Of 1,698.51 Feet; Course No. 2: Along Said Curve, Through A Central Angle Of 05°43'47", An Arc Distance Of 169.86 Feet, And A Chord Bearing And Distance Of North 04°45'37" East, 169.79 Feet; Course No. 3: North 07° 37' 31" East, A Distance Of 335.53 Feet To A Curve To The Right, Having A Radius Of 6,646.49 Feet; Course No. 4: Along Said Curve, Through A Central Angle Of 01°52'45", An Arc Distance Of 217.98 Feet, And A Chord Bearing And A Distance Of North 08°33'53" East, 217.97 Feet; Course No. 5: North 09° 30' 16" East, A Distance Of 287.28 Feet; Thence South 89° 59' 40" West, A Distance Of 36.50 Feet To Northwestern Existing Right Of Way Line Of Said Talleyrand Avenue And To The **Point Of Beginning**; Thence South 09° 30' 16" West, Along Said Northwestern Existing Right Of Way Line, A Distance Of 140.00 Feet; Thence North 80° 29' 44" West, A Distance Of 12.84 Feet; Thence North 48° 41' 04" West, A Distance Of 9.67 Feet; Thence North 41° 18' 56" East, A Distance Of 11.65 Feet; Thence South 80° 29' 44" East, A Distance Of 4.92 Feet; Thence North 09° 30' 16" East, A Distance Of 123.32 Feet; Thence North 89° 59' 40" East, A Distance Of 10.14 Feet To The **Point Of Beginning**.
Containing 1,506 Square Feet, More Or Less.

I Hereby Certify That To The Best Of My Knowledge And Belief That This Legal Description Is True, Accurate, And Was Prepared Under My Direction.

I Further Certify That Said Legal Description Is In Compliance With The Standards Of Practice As Set Forth By The Florida Board Of Professional Surveyors And Mappers, Pursuant To Section 472.027, Florida Statutes.



Philip M. Ghiotto, P.S.M.
Florida Professional Surveyor And Mapper No.: 4195
Address: 2426 Philips Highway
Jacksonville, Florida 32207

3/30/2020

THIS SKETCH AND DESCRIPTION AND COPIES THEREOF ARE NOT VALID WITHOUT THE SURVEYOR'S DIGITAL SIGNATURE AND SEAL.

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				PARCEL SKETCH & LEGAL DESCRIPTION			
				TALLEYRAND AVENUE TRUCK PARKING PROJECT		DUVAL COUNTY	
				PREPARED BY: GHIOTTO & ASSOCIATES, INC. 2426 PHILIPS HWY. JACKSONVILLE, FL 32207		DATA SOURCE: CAICE DATABASE NO. 7200041	
		DRAWN		A. PULLER	03/19/2020	F.P. NO. 4380841	
REVISION		BY		DATE		SECTION 72500	
		CHECKED		P. GHIOTTO	03/20/2020	SHEET 5 OF 5	
				F.A.P. NO. D220 012 B			

21st Street

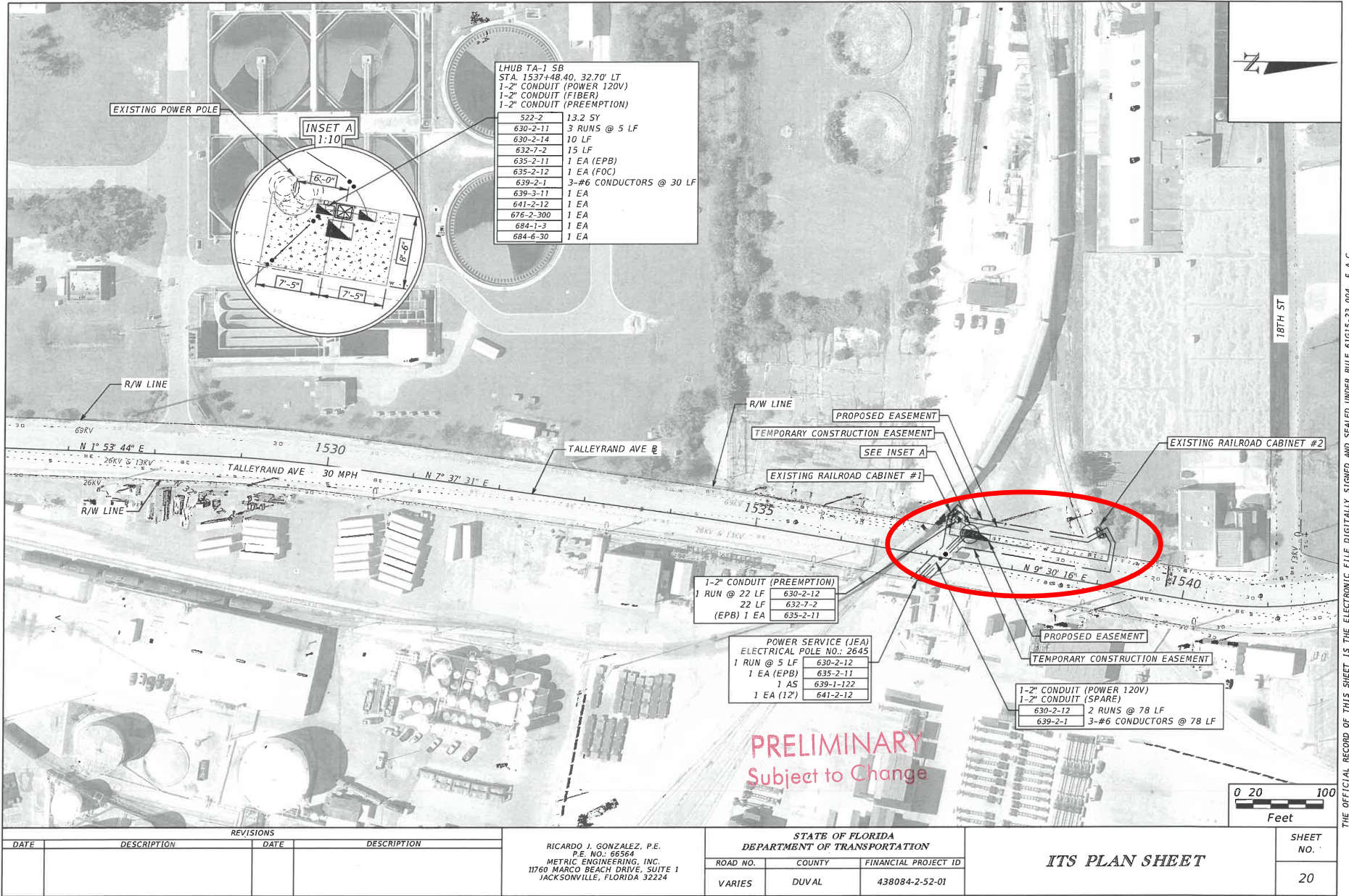
Locations of Easements

Talleyrand Marine Terminal

8th Street

2399 ft





LHUB TA-1 SB
STA. 1537+48.40, 32.70' LT
1-2" CONDUIT (POWER 120V)
1-2" CONDUIT (FIBER)
1-2" CONDUIT (PREEMPTION)

522-2	13.2 SY
630-2-11	3 RUNS @ 5 LF
630-2-14	10 LF
632-7-2	15 LF
635-2-11	1 EA (EPB)
635-2-12	1 EA (FOC)
639-2-1	3-#6 CONDUCTORS @ 30 LF
639-3-11	1 EA
641-2-12	1 EA
676-2-300	1 EA
684-1-3	1 EA
684-6-30	1 EA

1-2" CONDUIT (PREEMPTION)
1 RUN @ 22 LF 630-2-12
22 LF 632-7-2
(EPB) 1 EA 635-2-11

POWER SERVICE (JEA)
ELECTRICAL POLE NO.: 2645
1 RUN @ 5 LF 630-2-12
1 EA (EPB) 635-2-11
1 AS 639-1-122
1 EA (12') 641-2-12

1-2" CONDUIT (POWER 120V)
1-2" CONDUIT (SPARE)
630-2-12 2 RUNS @ 78 LF
639-2-1 3-#6 CONDUCTORS @ 78 LF

PRELIMINARY
Subject to Change



REVISIONS	
DATE	DESCRIPTION

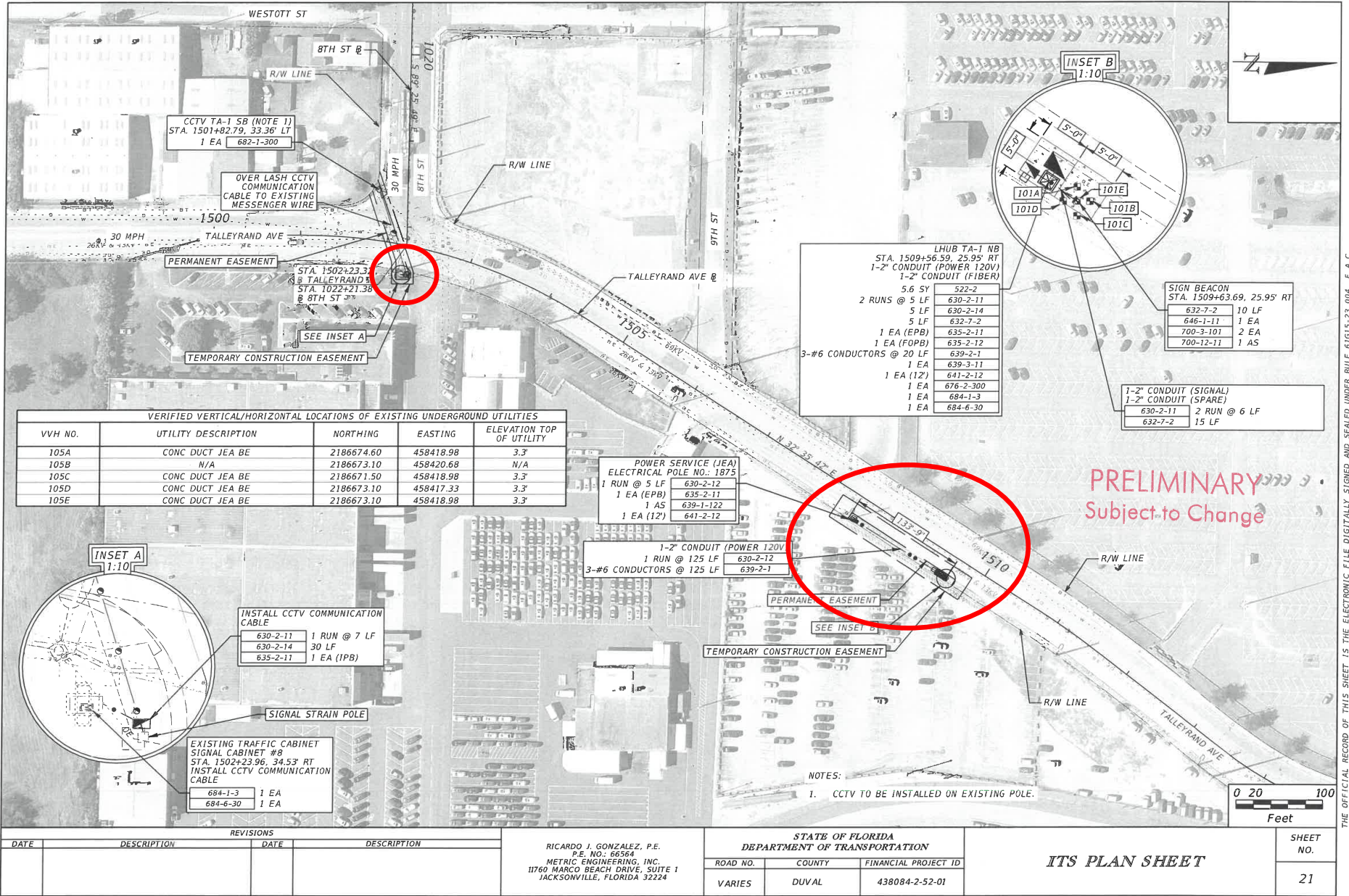
RICARDO J. GONZALEZ, P.E.
P.E. NO.: 66564
METRIC ENGINEERING, INC.
1760 MARCO BEACH DRIVE, SUITE 1
JACKSONVILLE, FLORIDA 32224

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
VARIES	DUVAL	438084-2-52-01

ITS PLAN SHEET

SHEET NO.	20
-----------	----

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS		REVISIONS		DATE	DESCRIPTION	DATE	DESCRIPTION
DATE	DESCRIPTION	DATE	DESCRIPTION				

RICARDO J. GONZALEZ, P.E. P.E. NO.: 66564 METRIC ENGINEERING, INC. 11760 MARCO BEACH DRIVE, SUITE 1 JACKSONVILLE, FLORIDA 32224			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ITS PLAN SHEET	SHEET NO. 21
ROAD NO.	COUNTY	FINANCIAL PROJECT ID				
VARIES	DUVAL	438084-2-52-01				

rgonzalez 5/8/2020 5:44:41 PM C:\Users\rgonzalez\Downloads\Talleyrand\43808413201\ITS\PLAN109.dgn



**SUBMISSION
FOR
BOARD APPROVAL**

SUBJECT: Tote Maritime Puerto Rico LLC

COST: \$800,000

BUDGETED: No

SOURCE OF FUNDS: N/A

BACKGROUND:

TOTE Maritime Puerto Rico and its predecessor, Sea Star, have operated a container terminal at Blount Island since 1995. Tote has twice weekly sailing between JAXPORT and San Juan Puerto Rico as well as weekly service to the U.S. Virgin Islands. Their current contract runs through January 31, 2043.

TOTE has been a major contributor to JAXPORT's revenue, far surpassing the minimum annual guarantee amount required in the contract. As a result of the significance of this relationship we recommend discounting the rate charged on the Minimum Annual Guarantee tonnage (the first 1,100,000 tons of cargo annually) in the amount of \$.727 per ton effective February 1, 2020 for the contract years 2020/2021 through 2027/2028. This represents a discount of approximately \$800,000 per year.

RECOMMENDATION:

Management requests approval based on the significance and longevity of our relationship with TOTE.

ATTACHMENTS:

- Lease Amendment



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Beth McCague 6-17-20
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric Green 6-17-20
Signature and Date

BOARD APPROVAL:

June 22, 2020
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

J. Palmer Clarkson, Secretary

Jamie Shelton, Chairman

**FOURTH AMENDMENT TO AGREEMENT AND LEASE
BETWEEN
JACKSONVILLE PORT AUTHORITY
AND
TOTE MARITIME PUERTO RICO, LLC**

This Fourth Amendment is made as of February 1, 2020 (the “Effective Date”) by and between **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended, (the “Authority”) and **TOTE MARITIME PUERTO RICO, LLC**, a Delaware limited liability company (the “Lessee”).

WHEREAS, the Authority and the Lessee, entered into that certain Agreement and Lease dated February 1, 2013 (the “Original Agreement”); as amended by Amendments First through Third (the Original Agreement, when considered together with all prior amendments thereto is hereinafter referred to as the “Agreement”); and

WHEREAS, pursuant to Section 22.3 of the Agreement, the Agreement may be modified only in a writing and executed by the duly authorized representatives of the Authority and Lessee; and

WHEREAS, the Authority and Lessee now desire to discount the base throughput rate on the minimum annual guaranteed (MAG) tonnage by \$.727 per ton for a period of eight (8) years; and

WHEREAS, the parties have agreed to so amend the Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration, the parties jointly acknowledge and agree and follows:

- a. Exhibit B Paragraph III. Throughput Fee: is hereby discounted by \$.727 for the guaranteed tonnage of 1,100,000 short tons for eight (8) contact years beginning February 1, 2020 thru contract year ending January 31, 2028. All other terms and conditions as stated in the Original Agreement as amended remain the same.
- b. Capitalized terms used in this Fourth Amendment but not defined herein shall be defined as set forth in the Agreement.
- c. Except as specifically and expressly amended herein, the terms and conditions of the Agreement shall remain in full force and effect.
- d. This Fourth Amendment may be executed in any number of counterparts.

IN WITNESS WHEREOF, the Authority and the Lessee have caused this Fourth Amendment to be executed by their respective authorized representatives as of the date first written above.

WITNESSES:

JACKSONVILLE PORT AUTHORITY,
a body politic and corporate created and
existing under Chapter 2004-465, Laws of
Florida

Print Name: _____

By: _____
Eric Green
Executive Director

Print Name: _____

Form Approved:

Office of General Counsel

WITNESSES:

TOTE MARITIME PUERTO RICO, LLC, a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Board of Directors Meeting - R2020-06-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
2	AE-1436D	Rehabilitate Berths 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$26,200 Last CO #01 6/5/19	\$1,839,679	\$1,145,304	\$694,375	\$0	HDR awarded contract for Services During Construction. HDR is performing on-site daily observation including reports. Their services are critical in answering RFI's to keep the contractor working expeditiously.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$205,188 Last CO #03 3/10/20	\$51,226,360	\$25,807,661	\$25,418,699	\$7,452	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 1, 2021. Contractor is behind schedule but making every effort to improve the schedule. Installation of bents on waterside pile started on November 4. They will pour the last bents by the end of June. 80% of pre-cast panels have been installed. Rebar and forms are being set for deck pours. The first deck pour was on June 18. Change Order #3 included: 1. Deletion of crane tie-downs on 50 gauge rail, 2. Additional electrical pits and requirements at Berth 32, 3. Removal of underground obstructions, and 4. Adding 11 calendar days for weather delays.

FINANCIAL HIGHLIGHTS

MAY 2020

COVID-19 continues to impact cargo throughput at JAXPORT. In May, container revenue missed budget by \$455,225. This revenue is below same period last year by 11%. Asian trade suffered while Puerto Rican carriers are seeing activity growing as stores have reopened on the island. Cargo, with emphasis on refrigerated cargo, is increasing as warehouses are restocked.

Auto revenue was off 40% from May of 2019. We saw only 16,544 vehicles cross the docks compared to our normal 55,000. These numbers include both imports and exports. Our export activity (privately owned vehicles shipped to North Africa) remains strong. Imports of new autos remains very weak. Mexican manufacturers, set to open June 15 with limited production, were told Monday by government officials that start up would be delayed due to ongoing concerns about the virus.

Carnival cruise had no sailings again this month. Carnival has not announced a date for start up of its JAXPORT sailings. However, Breakbulk (wood pulp) was slightly over budget. Revenue from the lay-up of the three Norwegian Cruise ships pumped Other Operating Revenue resulting in that category exceeding budget by \$209,215.

We continue to monitor expenses and delay discretionary capital projects. Total Operating Expenses at \$2.5 million were \$828,201 under plan. This along with curtailment of tenant contribution due to the expiration of the VW contract, resulted in Income Before Depreciation of \$1,242,804, behind budget by \$188,076.

YEAR TO DATE

All revenue categories with the exceptions of Military and Other Operating Revenue are short of plan. Total Operating Revenues of \$44,067,205 are behind budget by \$2.7 million and short of same period last year by \$3.7 million or 7.6%. In June results will be aided by a sizeable military move taking place this week and the lay up of the NCL cruise ships. We continue to limit expenses which are now \$2.6 million less than plan. As a result of decreased debt service due to the refinancing of the 2012 bonds and the October 2019 retirement of SIB debt, we report \$10.8 million Income Before Depreciation, up \$697,178 from same period last year.

BALANCE SHEET

The Balance Sheet remains stable. Cash Balances are at target - \$16.767 million. Receivables, closely monitored, at \$6.194 million are turning normally. All other Balance Sheet items are stable.

CONCERNS

The impact of the COVID-19 virus continues to challenge us and our tenants. We are holding our revised annual revenue forecast at \$60 million. June and July will be very weak months from a revenue standpoint as we are aware of two blank sailings each month; we expect extremely low auto volumes and we expect no cruise activity until at least September. The Hoegh Xiamen fire at Berth 20 which occurred on June 4th syphoned attention and manpower from our Operations Teams. This will continue to a lesser extent while salvage operations take place. We are tracking all time and expenses and expect to be reimbursed in full from the insurance company of the responsible party.

VITAL STATISTICS

MAY FY2020 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	105	147	157	-28%	-33%	1,034	1,175	1,158	-12%	-11%
Total Tons	749,052	1,037,775	953,791	-28%	-21%	6,451,845	8,302,203	7,338,147	-22%	-12%
Total Revenue	4,736,319	5,986,685	5,909,077	-21%	-20%	\$44,067,205	\$46,794,017	\$47,722,864	-6%	-8%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,679,203	\$3,134,428	\$3,027,468	-15%	-12%	\$21,802,944	\$25,075,424	\$24,142,570	-13%	-10%
Container TEU's	94,134	125,361	115,906	-25%	-19%	823,587	1,002,886	896,793	-18%	-8%
ICTF Rail Lifts	1,091	1,500	1,186	-27%	-8%	9,555	12,000	9,901	-20%	-3%
Auto Revenue	\$891,617	\$1,393,070	\$1,506,556	-36%	-41%	\$10,559,573	\$11,144,561	\$11,677,632	-5%	-10%
Auto Units	16,544	55,302	58,998	-70%	-72%	379,568	442,413	481,400	-14%	-21%
Military Revenue	\$28,454	\$41,969	\$1,308	-32%	2076%	\$1,113,938	\$335,751	\$264,369	232%	321%
Military Units	246	111	-	123%	0%	5,657	884	988	540%	473%
Breakbulk Revenue	\$387,966	\$385,343	\$342,726	1%	13%	\$2,604,755	\$3,082,744	\$2,788,664	-16%	-7%
Breakbulk Tons	67,435	104,841	67,770	-36%	0%	501,790	838,724	617,586	-40%	-19%
Liquid Bulk Revenue	\$124,934	\$106,829	\$137,198	17%	-9%	\$957,542	\$854,632	\$909,503	12%	5%
Liquid Bulk Tons	38,020	30,107	37,118	26%	2%	270,382	240,853	244,864	12%	10%
Dry Bulk Revenue	\$203,973	\$174,815	\$188,327	17%	8%	\$1,350,791	\$1,398,520	\$1,364,403	-3%	-1%
Dry Bulk Tons	78,676	75,592	108,491	4%	-27%	488,369	604,739	642,797	-19%	-24%
Cruise Revenue	\$0	\$539,274	\$502,494	-100%	-100%	\$1,896,597	\$3,214,729	\$3,938,936	-41%	-52%
Cruise Passengers	-	14,514	15,219	-100%	-100%	74,865	117,204	131,695	-36%	-43%
Total Cargo Revenue	\$4,316,147	\$5,775,728	\$5,706,077	-25%	-24%	\$40,286,141	\$45,106,361	\$45,086,076	-11%	-11%
Other Revenue	\$420,172	\$210,957	\$203,000	99%	107%	\$3,781,064	\$1,687,656	\$2,636,788	124%	43%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 8 months ending 05/31/2020

	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	2,679,203	3,134,428	(455,225)	3,027,468	21,802,944	25,075,424	(3,272,480)	24,142,570
AUTOS	891,617	1,393,070	(501,453)	1,506,556	10,559,573	11,144,561	(584,988)	11,677,632
MILITARY	28,454	41,969	(13,515)	1,308	1,113,938	335,751	778,187	264,369
BREAK BULK	387,966	385,343	2,623	342,726	2,604,755	3,082,744	(477,989)	2,788,664
LIQUID BULK	124,934	106,829	18,105	137,198	957,542	854,632	102,910	909,503
DRY BULK	203,973	174,815	29,158	188,327	1,350,791	1,398,520	(47,729)	1,364,403
CRUISE	-	539,274	(539,274)	502,494	1,896,597	3,214,729	(1,318,132)	3,938,936
OTHER OPERATING REVENUE	420,172	210,957	209,215	203,000	3,781,064	1,687,656	2,093,408	2,636,788
TOTAL OPERATING REVENUES	4,736,319	5,986,685	(1,250,366)	5,909,077	44,067,205	46,794,017	(2,726,812)	47,722,864
OPERATING EXPENSES								
SALARIES & BENEFITS	1,352,540	1,517,709	(165,169)	1,557,726	11,395,570	12,329,937	(934,367)	11,814,029
SERVICES & SUPPLIES	289,123	419,175	(130,052)	436,438	2,831,760	3,353,400	(521,640)	2,911,256
SECURITY SERVICES	413,492	457,412	(43,920)	427,410	3,469,652	3,659,296	(189,644)	3,067,565
BUSINESS TRAVEL AND TRAINING	(2,420)	51,336	(53,756)	27,866	262,156	410,688	(148,532)	219,755
PROMO,ADV,DUES & MEMBERSHIPS	3,878	74,533	(70,655)	82,516	427,869	596,264	(168,395)	572,745
UTILITY SERVICES	42,665	74,673	(32,008)	108,884	507,957	597,384	(89,427)	743,662
REPAIRS & MAINTENANCE	140,886	198,159	(57,273)	140,205	1,326,304	1,585,272	(258,968)	1,199,288
CRANE MAINTENANCE PASS THRU	(23,332)	(50,000)	26,668	-	(287,814)	(400,000)	112,186	-
BERTH MAINTENANCE DREDGING	279,784	571,777	(291,993)	11,715	4,199,641	4,574,216	(374,575)	3,476,742
MISCELLANEOUS	9,414	19,457	(10,043)	15,300	115,497	155,656	(40,159)	145,381
TOTAL OPERATING EXPENSES	2,506,030	3,334,231	(828,201)	2,808,061	24,248,591	26,862,113	(2,613,522)	24,150,424
OPERATING INC BEFORE DS AND DEPR	2,230,288	2,652,454	(422,166)	3,101,016	19,818,614	19,931,904	(113,290)	23,572,440
NON OPERATING INCOME								
INVESTMENT INCOME	2,432	61,743	(59,311)	75,953	222,807	493,944	(271,137)	564,616
SHARED REVENUE FROM CITY	171,354	136,463	34,891	171,583	1,390,180	1,091,704	298,476	1,509,726
TOTAL NON OPERATING ITEMS	173,786	198,206	(24,420)	247,535	1,612,987	1,585,648	27,339	2,074,342
NON OPERATING EXPENSE								
DEBT SERVICE	1,157,711	1,289,033	(131,322)	1,890,076	9,667,747	10,312,264	(644,517)	15,097,596
CONTRIBUTIONS TO TENANTS	-	129,944	(129,944)	185,416	900,539	1,039,552	(139,013)	1,376,429
OTHER NON OP EXPENSE	3,559	803	2,756	17	6,825	6,424	401	216
TOTAL NON OPERATING EXPENSE	1,161,270	1,419,780	(258,510)	2,075,508	10,575,112	11,358,240	(783,128)	16,474,241
INCOME BEFORE DEPRECIATION	1,242,804	1,430,880	(188,076)	1,273,043	10,856,490	10,159,312	697,178	9,172,541

Jacksonville Port Authority
Balance Sheet (in thousands)
At May 31, 2020

	<u>May 31, 2020</u>	<u>April 30, 2020</u>	<u>September 30, 2019</u>
Current Assets			
Cash & cash equivalents	16,767	18,520	16,705
Restricted cash & cash equivalents	2,805	4,452	5,451
Accounts receivable, net	6,194	6,289	6,681
Notes and other receivables	849	746	160
Grants receivable	754	641	2,326
Inventories and other assets	2,051	1,535	1,613
Total Current Assets	29,420	32,183	32,936
Noncurrent Assets			
Restricted cash & cash equivalents	16,500	16,500	18,144
Restricted Cash for Cap Projects	3,830	5,268	8,821
Grants receivable - noncurrent	15,984	14,712	6,345
Deferred outflow of resources	12,981	13,060	6,181
Capital Assets, net	774,579	774,989	779,924
Total Noncurrent Assets	823,874	824,529	819,415
Total Assets	853,294	856,712	852,351
Current liabilities			
Accounts payable	2,719	1,898	2,790
Construction accounts payable	1,322	2,076	4,595
Accrued expenses	532	910	897
Accrued interest payable	793	2,511	3,801
Retainage payable	998	998	998
Unearned Revenue	7,401	7,401	7,401
Bonds and Notes Payable	4,153	4,153	4,153
Total Current Liabilities	17,918	19,947	24,635
Noncurrent liabilities			
Unearned Revenue	123,474	123,974	128,114
Accrued Expenses	3,529	3,515	3,533
Line of credit	19,134	20,036	12,427
Bonds and notes payable	225,225	225,746	225,903
Other Obligations	8,537	8,537	8,537
Net Pension Liability	15,877	15,877	15,877
Deferred inflow of resources	1,697	1,697	1,697
Total Non Current Liabilities	397,473	399,382	396,088
Total Liabilities	415,391	419,329	420,723
Net Position	437,903	437,383	431,628



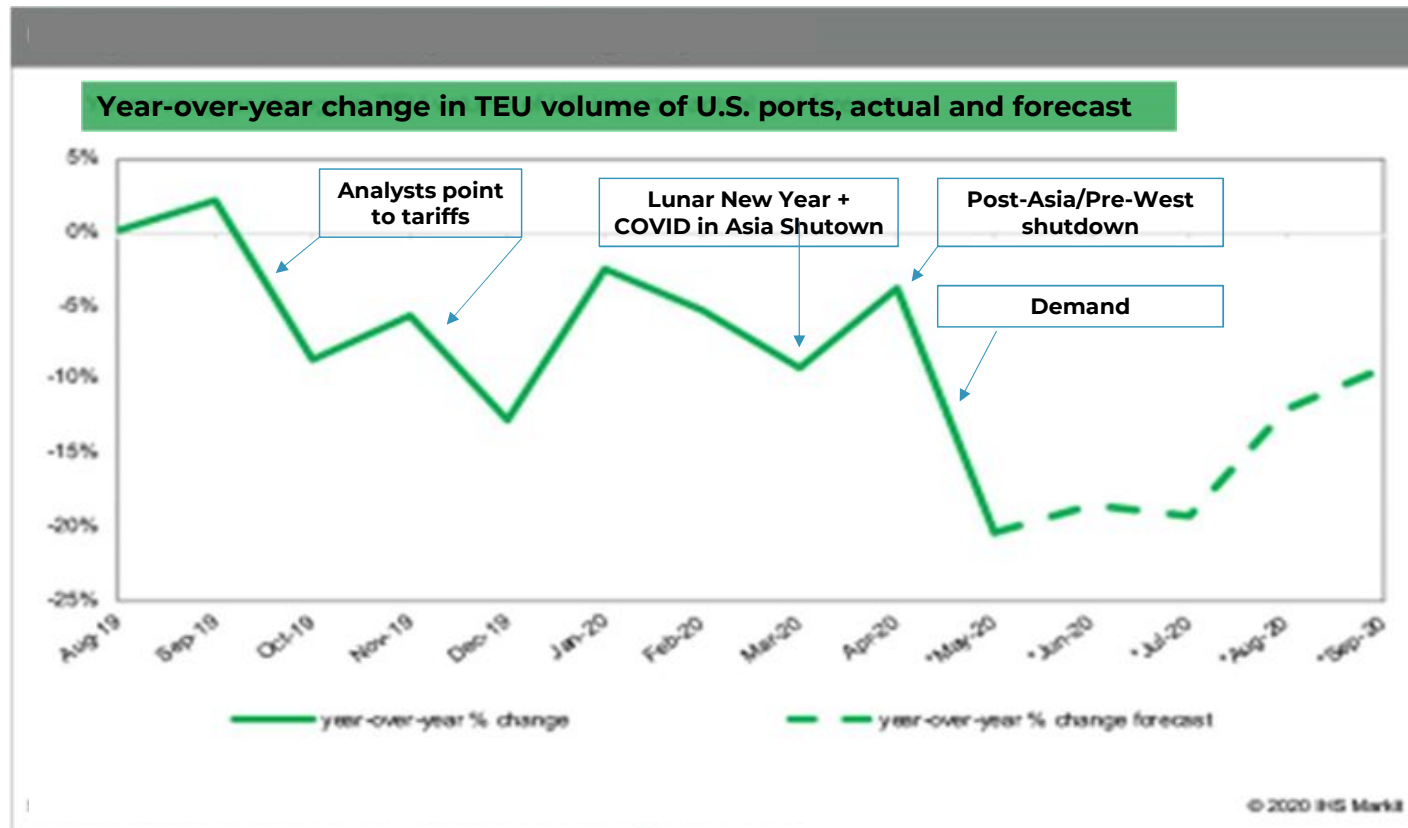
COMMERCIAL

REPORT

JAXPORT BOARD MEETING

June 2020

ALL U.S. PORTS - IMPORT TEUS



COMMERCIAL OVERVIEW

VEHICLES

- **Auto industry parallels with Asia container market**
- **Diversification within vehicle cargoes**

LOOKING AHEAD

- **Puerto Rico working to reopen**
- **Leverage cargo diversification and new trends**

KEY OPPORTUNITIES IN PIPELINE

TOTAL OPEN OPPORTUNITIES: \$12.5 MILLION in Pipeline

COMPANY

NEW ANNUAL REVENUE

- **Project Bear** (Florida agricultural exports) **\$1.1 million**
- **Project Broadway** (rail project) **\$500,000+**
- **Project Cakewalk** (cement) **\$230,000**
- **Project Slingshot** (Carib transshipments) **\$100,000**
- **Project Saucer** (auto parts imports) **\$45,000**

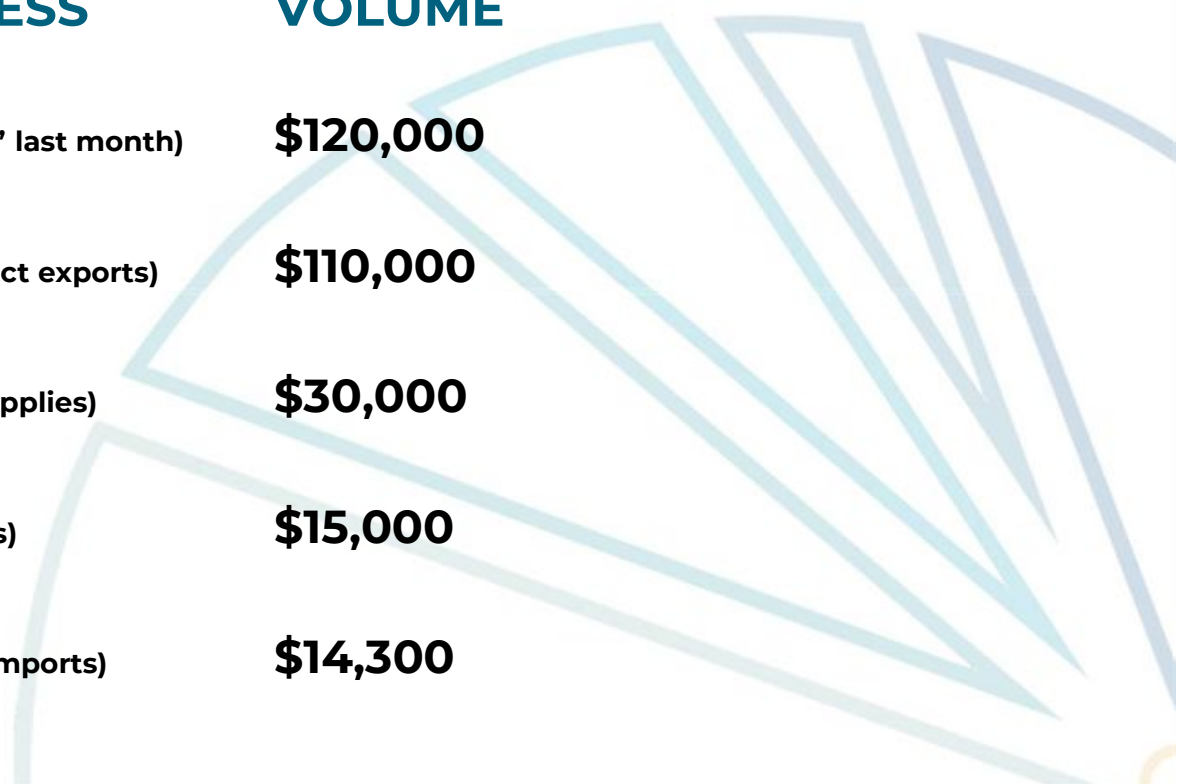
RECENT SHIPMENTS...



KEY NEW BUSINESS

NOTABLE NEW BUSINESS

VOLUME



Project Protein (“Opportunity” last month)	\$120,000
Project Panama (forest product exports)	\$110,000
Project Songbird (medical supplies)	\$30,000
Project Dozer (bedding imports)	\$15,000
Project Closer (home storage imports)	\$14,300



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