

Instrument Prepared By:

Christine Valliere
Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

INTERLOCAL AGREEMENT

(Regarding the Fulton Cut Crossing Transmission Lines)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025 (the "Effective Date"), among the **JACKSONVILLE PORT AUTHORITY** ("JAXPORT"), a body politic and corporate existing under the laws of the State of Florida, located at 2831 Talleyrand Avenue, Jacksonville, FL 32206, **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision of the State of Florida ("CITY") and **JEA**, a body politic and corporate existing under the laws of the State of Florida ("JEA"), located at 225 N. Pearl Street, Jacksonville, FL 32202 (together, the "Parties").

RECITALS:

WHEREAS, JAXPORT, a body politic and corporate created under chapter 2001-319, Laws of Florida, as amended, and Part B, Article 5 of the City Charter is charged with operating, managing, and controlling the publicly owned seaport and ancillary facilities situated within the geographic boundaries of the City; and

WHEREAS, JEA, a body politic and corporate created under chapter 78-538, Laws of Florida, as amended, and Part A, Article 21 of the City Charter, is vested with plenary authority to own, manage and operate electric, water, wastewater, natural gas, and other utility systems situated within and without the City in accordance with Article 21; and

WHEREAS, JEA owns and operates six (6) aerial high-voltage electric transmission lines that cross the St. Johns River at the Fulton Cut Crossing; and

WHEREAS, the transmission lines are currently carried by three (3) double circuit lattice towers located on each side of the crossing; and

WHEREAS, JAXPORT desires to increase the height of JEA's transmission lines to improve conditions for the size and types of ships traversing Fulton Cut Crossing, thereby expanding navigation into and out of JAXPORT facilities, and JEA will acquire more updated infrastructure to serve the area; and

WHEREAS, JEA has confirmed the feasibility of replacing the existing lattice towers so as to increase or raise the height of JEA’s transmission lines to at least 225 feet above mean high water to provide a minimum 205 feet of navigation operational clearance (the “Project”) and agrees to facilitate construction of the Project in coordination with JAXPORT and CITY; and

WHEREAS, on March 27, 2023, JAXPORT and CITY entered into that certain Jacksonville Port Authority Fulton Cut Powerlines Raising Funding Agreement (“City Agreement”) to provide partial funding for the Project in the up to, maximum amount of \$22,500,000 (the “2023 City Funding”), and as of the Effective Date hereof no portion of the 2023 City Funding has been disbursed in connection with the Project; and

WHEREAS, on April 18, 2023, JAXPORT and JEA entered into that certain interlocal agreement regarding the Fulton Cut Crossing Transmission Lines (“JEA Agreement”) to facilitate construction of the Project; and

WHEREAS, in 2023, the preliminary estimated aggregate cost of the Project was between \$42,000,000 and \$45,000,000, inclusive of the contingency amounts, over a four-year period; and

WHEREAS, since that time the total aggregate cost of the Project has increased to a not to exceed amount of \$117,000,000 (inclusive of contingency amounts and as further defined in Section 3.c.(iii) below, the “Total Project Cost”); and

WHEREAS, CITY and JAXPORT desire to terminate the City Agreement, and JEA and JAXPORT desire to terminate the JEA Agreement, and the Parties desire to enter into this Agreement to adjust the financial responsibilities of the Parties related to the Project as a result of the increased costs for the Project; and

WHEREAS, JAXPORT has secured funding for the Project from the Florida Department of Transportation (“FDOT”) in the amount of Twenty-Two Million, Five Hundred Thousand Dollars (\$22,500,000) (“FDOT Grant Funds”), to be disbursed on a reimbursement basis during the Project duration; and

WHEREAS, CITY agrees to provide JAXPORT a grant in the amount of Twenty-Nine Million, Five Hundred Thousand Dollars (\$29,500,000), comprised of the 2023 City Funding and \$7,000,000 of cost savings credited to the City from funding previously approved for the St. Johns River Harbor Deepening Project as authorized by 2020-377-E (collectively, the “City Grant”), subject to and contingent upon a lawful appropriation

therefor by City Council, to be used exclusively to partially fund the Project on a pro rata basis with the FDOT Grant Funds and funds contributed by JAXPORT and JEA, and an additional \$5,000,000 of contingent City funding to be used exclusively in the event the actual Project costs exceeds the Total Project Cost, with JEA and JAXPORT splitting any further cost over runs on a 50/50 basis; and

WHEREAS, JEA agrees to provide the work necessary to complete the Project and contribute Thirty-Two Million, Five Hundred Thousand Dollars (\$32,500,000) ("JEA Funding") towards the cost of the Project; and

WHEREAS, JAXPORT agrees to provide Thirty-Two Million, Five Hundred Thousand Dollars (\$32,500,000) ("JAXPORT Funding") towards the cost of the Project; and

WHEREAS, pursuant to Resolution 2025-11b, the JEA Board approved the JEA Funding and Project responsibilities for the purposes set forth in this Agreement; and

WHEREAS, pursuant to Board Resolution 2025-02-02, JAXPORT approved the JAXPORT Funding and Project responsibilities for the purposes set forth in this Agreement; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to Ordinance 2025-___-E; and

WHEREAS, supplemental to their other powers, JAXPORT, CITY and JEA, pursuant to Chapter 163.01, *Florida Statutes*, as amended, are authorized and empowered to cooperate with each other on a basis of mutual advantage and governmental agencies are permitted to enter into interlocal agreements to make the most efficient use of their powers on the basis of mutual advantage, and JAXPORT, CITY and JEA desire to enter into this Agreement for the mutual advantages to each party contemplated herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, JAXPORT, CITY and JEA agree as follows:

1. **Incorporation of Recitals**. The Recitals set forth above are true and correct and incorporated into this Agreement.

2. Termination and Replacement; Term. The respective Parties hereby terminate the City Agreement and JEA Agreement. This Agreement shall commence on the Effective Date hereof and shall remain in effect unless terminated by the mutual agreement of the Parties or as otherwise provided in this Agreement.

3. Project Scope and Administration.

(a) JEA to Provide the Work. JEA shall perform, undertake, oversee, manage, and supervise all work required for the design, permitting, engineering, construction, quality control, and completion of the Project (the "Work"). As part of such duties, JEA will manage timely completion of the Project Work in accordance with the Project schedule attached hereto as **Exhibit A** ("Project Schedule"), as amended, while providing reliable services to JEA customers. The Parties acknowledge and agree that the attached Project Schedule is preliminary and will be updated and amended by the Parties administratively during the term of this Agreement based on appropriation of funding, finalized permitting, design, construction plans, or as otherwise agreed by the Parties. The Parties further acknowledge and agree that (1) construction of the Project is inherently complicated and safety is of paramount concern, and (2) the Project Schedule is subject to seasonal ambient air temperatures and storm events. Accordingly, JEA cannot reasonably guarantee the Project will achieve substantial completion (navigation operational clearance) as of December 31, 2026, but shall make all reasonable efforts to achieve substantial completion as of this date.

(b) Project Permitting; Project Design. JEA shall secure all federal, state, and local permits, licenses, and authorizations required for JEA to commence, undertake, and complete the Project, including, but not limited to, the permit authorizations regarding the Project issued by the United States Army Corps of Engineers (the "Permits"). JAXPORT has provided to JEA the FDOT grant requirements applicable to the Project's engineering and design. JEA has commenced Project design in accordance with the prior JEA Agreement. JAXPORT shall have an opportunity to review and comment on the Project engineering and design plans ("Plans") to ensure that the Plans comply with the FDOT grant requirements and any impacts to JAXPORT owned properties. JEA will ensure that the Project is completed in accordance with the final Plans approved by the Parties, the Agreement terms, and all applicable laws, regulations, orders, permits, guidelines, and directives. At the reasonable request of JAXPORT and/or CITY, and subject to all applicable safety regulations, JEA shall allow JAXPORT and CITY prompt access to the Project site to observe progress of the Work.

(c) Construction Guaranteed Maximum Price; Total Project Cost; Change Orders; Costs Overruns; Cost Savings.

- (i) JAXPORT hereby acknowledges and consents to JEA's execution of the Award to Quanta Infrastructure Solutions Group, LLC ("Quanta") for construction of the Project and payment of the Guaranteed Maximum Price ("GMP") in the amount of up to \$90,000,000.
- (ii) JAXPORT agrees and acknowledges that JEA's performance of the Work may entail amendments or "change orders" to contracts JEA has entered with third party contractors. JEA shall have sole authority to accept all "change orders" submitted by its contractor, except that JAXPORT shall first authorize in writing those "change orders" which, exceed \$100,000 or more.
- (iii) If no individual change order has exceeded \$100,000, but, due to JEA's approval of cumulative change orders, the Total Project Cost has increased in excess of \$117,000,000, JAXPORT and JEA shall authorize in writing the approval of all additional change orders, subject to approval by each agency's governing board. "Total Project Cost" shall mean the GMP of up to \$90 million pursuant to the JEA contract with Quanta, plus the owner provided direct purchases of materials and services up to \$27 million as set forth in the schedule of values as of the date of this Agreement attached hereto as **Exhibit D**. JEA shall be solely responsible for payment of any Project costs or change orders that fall outside of the Plans, constitute upgrades or enhancements to the Plans, or are solely requested by JEA for its convenience. JEA shall be responsible for any Project costs incurred by JEA and ineligible for reimbursement as expressly provided in the terms and conditions of the FDOT Grant Agreement, defined below. Notwithstanding anything contained herein, JAXPORT and JEA shall share equal responsibility on a 50/50 basis for payment of all change orders and other costs related to the Project that would cause the Total Project Cost to exceed \$122,000,000. Additional funding contributions from CITY, JAXPORT and JEA are subject to annual budget appropriations and prior approval in accordance with their respective governing documents. Once the amount of cost overruns is determined, JEA and JAXPORT will enter into an amendment to this Agreement to incorporate the additional financial responsibilities.
- (iv) In the event the Project achieves a cost savings, the CITY, JAXPORT and JEA contribution amounts shall be reduced as follows: CITY (50%), JAXPORT (25%) and JEA (25%).

(d) Project Access. Construction access for the Project will be by land, barge and air. If JEA's contractor requires access to property owned or controlled by JAXPORT, JAXPORT will cooperate by providing reasonable access as needed to complete the Project, in compliance with JAXPORT's policies and security protocols, which includes compliance with 33 CFR § 101.514, et seq.

(e) Applicable Laws; Procurement. JEA shall procure all design, engineering, and construction services required for performance of the Work and completion of the Project, subject to applicable laws. In so doing JEA shall adhere to Florida public procurement laws, as applicable, including, but not limited to, Section 287.055, *Florida Statutes* (the "Competitive Consultants Negotiation Act"), applicable Grant Agreement terms, and the Disadvantaged Business Enterprise (DBE) Policy. To the extent JEA's normal procurement practices, including those involving DBE Policy and Jacksonville Small and Emerging Businesses (JSEB) programs, conflict with Grant Agreement requirements, JEA shall follow those procurement practices that are consistent with the requirements of the Grant Agreement and applicable law.

(f) Project Status Reports and Completion Report; Project Certifications. JEA shall provide quarterly Project Reports to CITY and JAXPORT summarizing current progress, which shall include current financials outstanding invoices and updated timelines. JEA will submit a Project completion report to JAXPORT and CITY within ninety (90) days following final completion of the Project. The report shall contain, at a minimum, the as-built drawings, surveys, and a certification from the engineer and contractor of record that the Project has been constructed in accordance with the Plans. JEA shall provide the report and certifications in writing to JAXPORT and CITY (i) at such time as JEA has raised the Fulton Cut transmission lines to a navigation operational clearance of 205 feet ("Substantial Completion"); and (ii) upon final completion of the Project, meaning the transmissions lines are raised to their required height, replacement towers are constructed, and JEA has formally closed all contracts related to performance of the Work ("Final Completion").

4. Project Funding

(a) Generally. The Parties acknowledge and agree that funding of the Total Project Cost amount of \$117,000,000 will be provided by FDOT, CITY, JAXPORT and JEA. The expenditure and timeline of each entity providing funds for the Project is outlined in "Exhibit B."

(b) **State Funds.** Pursuant to the “Public Transportation Grant Agreement,” between FDOT and JAXPORT, dated December 14, 2022 – Contract No. G2F55 (the “FDOT Grant Agreement”), incorporated by reference and made a part of this Agreement as if fully set forth herein, FDOT shall fund the Project in the form of a \$22,500,000 grant payable to JAXPORT on a reimbursement basis (“FDOT Funds”). While not a party to the Grant Agreement, JEA agrees and understands that JEA may be required to adhere to certain conditions and requirements set forth therein, including procurement matters and the terms of agreements JEA enters into with third party contractors on the Project. As a condition of receiving FDOT funds, JAXPORT may be required to certify that the Project contractors are in compliance with certain terms of the Grant Agreement. JAXPORT represents and warrants that, prior to the Effective Date herein, it has informed JEA as to the FDOT requirements it must comply with, and JEA warrants that it understands it must adhere to these obligations under the Grant Agreement for JAXPORT to receive FDOT grant funding for the Project. In addition, JEA agrees to provide JAXPORT with information as needed to establish JEA’s compliance with the Grant Agreement terms. JAXPORT’s receipt of FDOT funding is contingent upon receiving a project status update from JEA with each request for reimbursement. JEA shall not expend FDOT Funds on ineligible or disallowed grant expenditures, as determined by FDOT.

(c) **CITY Funds.**

- (i) **City Grant.** As approved by Ordinance 2025-____-E, CITY shall provide funding to JAXPORT in the amount of a \$22,500,000 grant and authorize \$7,000,000 of previously appropriated funding for the Jacksonville Harbor Deepening Project (that was to be refunded to the City) to be utilized for the Project. All funding provided by CITY to JAXPORT shall only be utilized for services associated with the planning, design, equipment and construction of the Project, as detailed in a scope of work and estimated cost proposal provided by JEA, which shall be subject to review and approval by CITY prior to disbursement of the funds by CITY. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and procured in accordance with applicable state law.
- (ii) **City Additional Grant.** In addition, CITY is authorized and will provide a contingent grant of up to \$5,000,000 to JAXPORT to be used exclusively for cost overrun amounts exceeding the Total Project Cost of

\$117,000,000. Any additional cost overruns shall be split 50/50 between JEA and JAXPORT.

(iii) Disbursement Requests. On a no more frequently than monthly basis and no later than fifteen (15) days from the desired date of disbursement, JAXPORT may make disbursement requests to CITY for work performed and paid for by JEA, which request shall include such supporting documentation thereof as reasonably requested by CITY. City funds shall be disbursed as outlined in **Exhibit B**.

(iv) Maximum Indebtedness. The maximum indebtedness of CITY for the City Grant, City Additional Grant and other costs under this Agreement shall be a fixed, monetary amount of up to Thirty- Four Million Five Hundred Thousand and No/100 Dollars (\$34,500,000.00), comprised of the 2023 City Funding previously authorized, the \$7,000,000 of cost savings under the Harbor Deepening Project, and the \$5,000,000 contingency for cost overruns of the Project, all subject to and contingent upon City Council appropriation therefor.

(d) JEA Funds. As by approved by Board Resolution 2025-11b, JEA shall provide funding for the Project in the amount of \$32,500,000, subject to the payment schedule set forth in **Exhibit B**, plus cost overruns as described in Paragraph 3(c).

(e) JAXPORT Funds. As approved by Board Resolution 2025-02-02, JAXPORT shall provide funding to the Project in the amount of \$32,500,000, subject to the payment schedule set forth in **Exhibit B**, plus cost overruns as described in Paragraph 3(c).

(f) Prior Expenditures. Any funds previously contributed by the Parties to the Project pursuant to the prior City Agreement and JEA Agreement shall be included in the maximum funding amounts established in this Agreement.

(f) Replacement Funding Sources. To the extent FDOT Funds, CITY Funds and/or JAXPORT Funds become unavailable during this Agreement term, JAXPORT shall promptly notify JEA and within 120 days of such notice, identify alternative or replacement funding sources to pay for the Project as provided herein. If JAXPORT fails to timely identify alternative or replacement funding sources to pay for the Project, JEA shall reserve the right to (1) stop work until JAXPORT identifies such alternative or replacement funding or (2) terminate this Agreement. Any Project change orders resulting from JAXPORT's delay in obtaining alternative or replacement funding shall be the sole financial responsibility of JAXPORT.

5. **Payment and Reimbursement.** The Parties acknowledge and agree that JAXPORT's access to FDOT funding is contingent on prior payment by JEA of the Project expenses. JAXPORT shall fund the Work and all Project costs by timely reimbursing JEA therefor. Accordingly, JEA shall timely pay all Project and Work-related invoices within ten (10) days of submission. Due to CITY funding requirements outlined in Paragraph 4(c), JEA shall notify JAXPORT promptly upon receipt of any Work-related invoices. On a monthly basis, JEA shall provide to JAXPORT any invoices, proof of payment, and a project status update in substantially the same form and format as "**Exhibit C,**" attached hereto, for the prior month. Within 45 days of receipt of the paid invoice, JAXPORT shall pay JEA the full amount due thereunder, drawing upon its funding sources as described in **Exhibit B.** JEA agrees to cooperate with any reporting and invoicing requirements applicable to JEA, as contractor, under the Grant Agreement, with JAXPORT to inform JEA as to any such requirements. JAXPORT shall pay JEA the full amount due for eligible Project costs, subject to JAXPORT's review for compliance with FDOT applicable terms.

6. **Reporting.** In connection with its management and oversight of the Project, JEA shall keep JAXPORT and CITY informed as to the progress of the Work, including by furnishing written status reports to JAXPORT and CITY monthly. JEA will inform JAXPORT and CITY of any progress meetings with its prime contractor, and JAXPORT and CITY, through designated executives or staff, may attend such meetings in person or virtually.

7. **Cooperation.** The Parties recognize that planning and coordination among the Parties will ensure that responsibilities under this Agreement are carried out and accommodated in an efficient and timely manner so that the Project Schedule will not be unnecessarily delayed or compromised. JEA, CITY and JAXPORT shall work cooperatively to ensure the timely, safe and cost-effective completion of the Project which will inure to the benefit of the Parties.

8. **Insurance.** The Parties agree and acknowledge that they are self-insured pursuant to Section 768.28, *Florida Statutes*. JEA shall require its contractors and sub-contractors performing Work on the Project to obtain insurance coverage satisfactory to JEA in its sole discretion. JEA shall require its contractors and sub-contractors to have all insurance required by JEA to be endorsed to the name of JEA, CITY and JAXPORT. Additionally, due to the nature of the Project, prior to the issuance of a notice to proceed to the contractor, JEA will obtain an insurance policy in to be endorsed in the name of JEA, CITY and JAXPORT, to provide coverage for incidents which occur during construction of the Project, provided the cost of such insurance does not cause the aggregate costs to exceed the Total Project Cost. The coverage amount shall be

determined by JEA and the policy will remain in effect through construction and the four years after completion of the Project.

9. Indemnity.

(a) JEA shall require that its contractors and sub-contractors hold harmless, indemnify, and defend JEA, CITY and JAXPORT, its members, officers, officials, employees and agents (collectively, the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from the Indemnified Parties related to the Project.

(b) In the event the Project cannot be completed within the time schedule set forth in **Exhibit A** due to a force majeure event, JAXPORT agrees to indemnify and hold JEA harmless from any claims of third parties against JAXPORT for loss, injury or damages arising out of the timing of completion of the Project, including reasonable legal costs incurred in defense of such claims.

10. Force Majeure.

(a) No party shall be liable for any default or delay in the performance of its obligations under this Agreement due to an act of God, weather conditions affecting construction methodologies or other event to the extent that: (i) the non-performing party is without fault in causing such default or delay; (ii) such default or delay could not have been prevented by reasonable precautions; and (iii) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; pandemics; fires; hurricanes, tornados, floods; or strikes.

(b) In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

(c) In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause,

date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

11. Representations and Warranties. JEA, CITY and JAXPORT represent, warrant and agree, one to the other as their respective interests may appear, as follows:

(a) JEA is a body politic and corporate under the laws of the State of Florida, CITY is a consolidated municipal corporation and political subdivision of the State of Florida and JAXPORT is a body politic and corporate under the laws of the State of Florida, respectively, and each is duly organized, validly existing and in good standing under the laws of the State of Florida, with full legal right, power and authority to conduct its operations substantially as presently conducted, and to execute, deliver and perform its obligations under this Agreement.

(b) After a duly noticed public meeting of its respective governing body, at which a quorum was present and acting throughout, an ordinance or resolution, as applicable, authorizing the execution and delivery of this Agreement was duly enacted or adopted, as applicable, by the governing body of JEA, CITY or JAXPORT, respectively. Such ordinance or resolution remains in full force and effect as of the Effective Date hereof and has not been revoked or modified in any respect.

(c) This Agreement is a legal, valid, and binding obligation of each of JEA, CITY and JAXPORT, respectively, enforceable against JEA, CITY and JAXPORT, respectively, in accordance with its terms, except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally.

(d) The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute a breach of or a default under the provisions of the City of Jacksonville Charter, JEA Charter or JAXPORT Charter, respectively, the bylaws of JEA or bylaws of JAXPORT or any existing law, court or administrative regulation, judgment, decree or order, agreement, indenture, or other instrument to which CITY, JEA or JAXPORT, respectively, is a party.

12. Termination. Upon the occurrence of a default by a party, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. The failure for any party to timely pay its invoices pursuant to Paragraph 5 and reimburse JEA for more than three consecutive months is a default of this Agreement and grounds for termination. In the

event JEA terminates this Agreement, JEA has the authority, in its sole discretion, to determine whether it will stop the Work or complete all or a portion of the Project with its own funds. All Parties shall have 60 days to cure a condition of default from the date of notification.

13. Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified, except, JEA may provide paid invoices and proof of payment to JAXPORT via email. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

If to JAXPORT:

Nick Primrose
Chief of Regulatory Compliance
2831 Talleyrand Avenue
Jacksonville FL 32206
nicholas.primrose@jaxport.com
Phone: (904) 357-3132

With copies to:

Harry M. Wilson, IV
Assistant General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville FL 32202
RMWilson@coj.net
Phone: (904) 255-7763

If to JEA:

Ricky Erixton
Chief Electric Systems Officer
225 N. Pearl Street
Jacksonville FL 32202
ErixRD@jea.com

Phone: (904) 665-7110

With copies to:

Regina D. Ross, JEA Chief Legal Officer
Office of General Counsel
225 N. Pearl Street
Jacksonville FL 32202
rossrd@jea.com
Phone (904) 665-6844

If to CITY:

Michael Weinstein
Chief of Staff, Mayor Donna Deegan
117 W. Duval Street, Ste. 400
Jacksonville, FL 32202
WeinsteinM@coj.net
(904) 255-5362

With copies to:

John C. Sawyer, Jr.
Deputy General Counsel
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville FL 32202
JSawyer@coj.net
Phone: (904) 255-5074

A Party may change the recipient or address to which such communications are to be directed by giving written notice to the other Party in the manner provided in this paragraph.

14. Severability. If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstances is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

15. Relationship of the Parties. The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture, or similar business relationship between the Parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

16. Incorporation of Exhibits. The exhibits identified in this Agreement are incorporated herein by reference and made part hereof.

17. Entire Agreement. This Agreement contains the entire agreement between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

18. Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

19. Venue; Governing Law. The parties acknowledge, consent and agree that all legal actions or proceedings arising out of or related to this Agreement shall be initiated in a state or federal court in Duval County, Florida having competent jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

20. Successors in Interest. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders. Neither Party to this Agreement may assign this Agreement or any interest therein without the prior written consent of the other Parties.

21. Waiver. Failure of any Parties to insist on strict performance of any covenant or condition of this Agreement or to exercise any right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

22. Future Funding. This Agreement is limited to the terms expressly set forth herein and shall not be construed to require the Parties to provide funding as otherwise

set forth herein, nor is it intended to prevent the Parties from providing other funds for direct investment in the Project pursuant to a separate instrument.

- (a) Additional funds received by the Parties to offset the cost of the Project shall be applied to reimburse each Party as follows: CITY (50%), JAXPORT (25%) and JEA (25%), except that CITY shall first be reimbursed 100% for any City Additional Grant funds utilized for cost overruns.
- (b) Example 1 – There are no Project cost overruns and additional funding in the amount of \$10,000,000 is secured. CITY receives a \$5,000,000 cost offset. JAXPORT and JEA each receive a \$2,500,000 cost offset.
- (c) Example 2 – There are Project cost overruns and CITY contributes \$5,000,000 of the City Additional Grant. If additional funding in the amount of \$10,000,000 is secured, CITY receives a \$7,500,000 cost offset (\$5,000,000 for the City Additional Grant and \$2,500,000 of the remaining additional funding). JAXPORT and JEA each receive a \$1,250,000 cost offset.
- (d) In the event conditions attached to such additional future funds require a different reimbursement distribution, those conditions shall supersede the above allocations.

23. Counterparts. This Agreement may be executed electronically and in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement. Delivery of a signed counterpart by electronic means shall be valid for all purposes.

24. Addendum. Any addendum or exhibit attached hereto shall be deemed a part of this Agreement.

25. Effective Date. Pursuant to Section 163.01(11), *Florida Statutes*, it will be a condition precedent to the effectiveness of this Agreement that it is filed with the Clerk of the Circuit Court in and for Duval County, Florida. The costs of such filing shall be borne by JEA. As such, upon full execution of the Agreement, JEA shall file a fully executed original of this Agreement with the Clerk and shall return copies of the filed Agreement to the JAXPORT and CITY representative identified in Section 13.

Exhibit A: Project Schedule

Exhibit B: Payment Schedule

Exhibit C: Invoice, Proof of Payment, Project Status Format

Exhibit D: Schedule of Values

[Remainder of page left blank intentionally. Signature pages follow.]

IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives, have executed this Agreement on the day and year first above written.

JEA

By: _____
Vicky Cavey, Chief Executive Officer

Form Approved (As to JEA)

By: _____
Office of General Counsel

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of said _____
_____. Such person did not take an oath and: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):_____
My Commission Expires (if not legible on seal

JACKSONVILLE PORT AUTHORITY

By: _____
Eric Green, Chief Executive Officer

Form Approved (As to JAXPORT)

By: _____
Office of General Counsel

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, the _____ of _____, a _____, on behalf of said _____
_____. Such person did not take an oath and: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):_____
My Commission Expires (if not legible on seal):__

Attest:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan, Mayor

Form Approved (As to CITY)

By: _____
Office of General Counsel

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by Donna Deegan and James R. McCain, Jr., as Mayor and Corporation Secretary, respectively, of the City of Jacksonville. Such person did not take an oath and: *(notary must check applicable box)*

- is/are personally known to me.
- produced a current _____ driver's license as identification.
- produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

Exhibit A

Project Schedule

Unless otherwise agreed to by the Parties, JEA agrees to complete the Project in various phases, spanning multiple fiscal years, using its best efforts to adhere to the following schedule:

Fiscal Year	Description of Work
October 1, 2022- September 30, 2023	Procure Engineering Services. Complete 10% Engineering Design. Perform Initial Site Inspection. Begin Permitting Phase.
October 1, 2023- September 30, 2024	Complete 30% Engineering Design. Start Long Leadtime Material Procurement. Begin Re-design of Westernmost Option.
October 1, 2024- September 30, 2025	Complete 60% Engineering Design. Complete 100% Engineering Design. Provide Final GMP. Complete all Permitting. Complete all Long Leadtime Material Purchases. Complete all Real Estate Acquisitions. Mobilize Construction Services. Prepare Site Access. Begin Installation of Foundations.
October 1, 2025- September 30, 2026	Complete Foundation Installation. Begin and Complete Tower Construction. Begin and Complete all Stringing Activities across the river. Pull Cable and Energize Three Westernmost Circuits. Begin Pulling Cables on Circuit 938.
October 1, 2026- September 30, 2027	Complete all Cable Pulling Activities. Energize Three Easternmost Circuits. Achieve Substantial Completion on or before December 31, 2026. Demolish and Remove Existing Towers. Begin and Complete Site Restoration.

Exhibit B

Payment Schedule

POWERLINE PROJECT FY2025 - FY2027

CASH FLOW PROJECTIONS

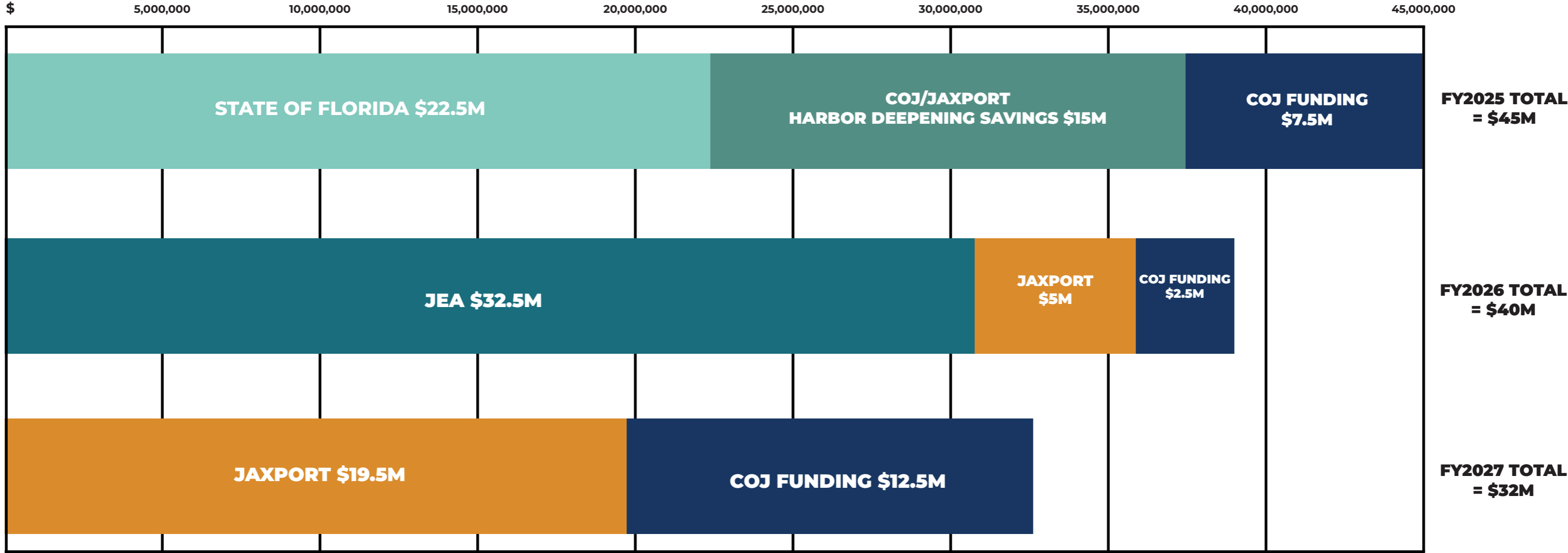




EXHIBIT C
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SEAPORT GRANT PROGRAM
PROJECT MONITORING STATUS REPORT

725-085-02
 SEAPORT
 05/18

INSTRUCTIONS: Seaport Sponsor (AGENCY) or designated representative to complete this form.		
NOTE: Seaport Sponsor may supplement this form with their own normal project progress report or SeaCIP Progress Report documents.		
SEAPORT NAME: Jacksonville Port Authority	DATES OF REPORTING PERIOD: From _____ To _____	FDOT FINANCIAL PROJECT NO.:
PROJECT DESCRIPTION:		
INVOICE ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	SeaCIP PROGRESS REPORT ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	OTHER PROGRESS REPORT ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
PHOTOS ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	PROJECT NOTICE-TO-PROCEED DATE:	ESTIMATED PROJECT COMPLETION DATE:
TOTAL PROJECT COST (per PTGA):	GRANT FUNDS EXPENDED TO DATE:	GRANT FUNDS REMAINING:
1. PROJECT STATUS / ESTIMATE OF PERCENT COMPLETE:		
2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):		
3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):		
4. PROBLEM AREAS/OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken):		
SEAPORT	SEAPORT SPONSOR (AGENCY) OR DESIGNATED REPRESENTATIVE *	
	I certify that the information provided above is true and correct per the terms of the Public Transportation Grant Agreement.	
	DATE:	PRINTED NAME AND TITLE:
		SIGNATURE:
* Only Seaport Sponsor or Designated Representative may sign this form. A non-Seaport Sponsor employee (e.g., consultant) cannot sign this form.		
FDOT	COMMENTS/NOTES:	
	VERIFICATION DATE:	SITE VISIT: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	DISTRICT SEAPORT COORDINATOR PRINTED NAME:	
DISTRICT SEAPORT COORDINATOR SIGNATURE:		

PTGA (Public Transportation Grant Agreement)
 Distribution: Project File



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SEAPORT GRANT PROGRAM
PROJECT MONITORING STATUS REPORT

725-065-02
 SEAPORT
 05/18

INSTRUCTIONS: Seaport Sponsor (AGENCY) or designated representative to complete this form.		
NOTE: Seaport Sponsor may supplement this form with their own normal project progress report or SeaCIP Progress Report documents.		
SEAPORT NAME: Jacksonville Port Authority	DATES OF REPORTING PERIOD: From _____ To _____	FDOT FINANCIAL PROJECT NO.:
PROJECT DESCRIPTION:		
INVOICE ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	SeaCIP PROGRESS REPORT ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	OTHER PROGRESS REPORT ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
PHOTOS ATTACHED: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	PROJECT NOTICE-TO-PROCEED DATE:	ESTIMATED PROJECT COMPLETION DATE:
TOTAL PROJECT COST (per PTGA):	GRANT FUNDS EXPENDED TO DATE:	GRANT FUNDS REMAINING:
1. PROJECT STATUS / ESTIMATE OF PERCENT COMPLETE:		
2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):		
3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):		
4. PROBLEM AREAS/OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken): None		
SEAPORT	SEAPORT SPONSOR (AGENCY) OR DESIGNATED REPRESENTATIVE *	
	I certify that the information provided above is true and correct per the terms of the Public Transportation Grant Agreement.	
	DATE:	PRINTED NAME AND TITLE:
		SIGNATURE:
* Only Seaport Sponsor or Designated Representative may sign this form. A non-Seaport Sponsor employee (e.g., consultant) cannot sign this form.		
FDOT	COMMENTS/NOTES:	
	VERIFICATION DATE:	SITE VISIT: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	DISTRICT SEAPORT COORDINATOR PRINTED NAME:	
DISTRICT SEAPORT COORDINATOR SIGNATURE:		

PTGA (Public Transportation Grant Agreement)
 Distribution: Project File

Exhibit D

SCHEDULE OF VALUES
 ALTERNATE PLAN - February 11, 2025
 JEA FULTON CUT CROSSING RECONFIGURATION

Description	JEA Total
Mobilization / Administration	\$6,506,226.07
Engineering Support	\$1,635,045.00
Foundation Construction	\$21,789,739.02
Access & Matting	\$20,216,778.15
Transmission Construction	\$39,144,136.99
SUB-TOTAL	\$89,291,925.23
Performance and Payment Bond	\$608,026.00
TOTAL GMP AMOUNT	\$89,899,951.23
Owner Provided	\$25,103,719.36
Existing POs and Costs	\$1,996,329.41
TOTAL PROJECT COST	\$117,000,000.00