

General Terms and Conditions for a Funding Agreement
between
the City of Jacksonville (City) and Jacksonville
Port Authority (JPA)
for
City Contribution of \$22,500,000 and a \$5,000,000 line of credit to
support the raising of Fulton Cut Crossing High Wires

Any substantial change will require Council approval

- There shall be an executed Funding Agreement (the “Agreement”) between the City and JPA incorporating the following specific terms and conditions, in addition to other standard terms and conditions and any other provisions as required by the City’s Office of General Counsel.
- The Agreement shall have a term of up to 5 years. The City anticipates a 4-year cumulative funding amount of up to \$22,500,000 to support the raising of Fulton Cut Crossing high wires (the “Project”) owned by JEA (“JEA”) to increase the number and capacity of vessels able to call on JPA’s ports. City funding shall be provided in the form of a \$12,500,000 loan having a ten-year term, with an interest rate of 3.5% (the “Loan”), a \$10,000,000 grant (the “Grant”), and an up-to \$5,000,000 revolving line of credit with interest equal to the City’s commercial paper rate, payable in full within 90 days of completion of the Project, in each case subject to appropriation of funds therefor. The loan term shall commence no sooner than FY 24/25 and after funding of the loan in full, with amortization over a ten-year term with bi-annual payments of principal and interest due on or before each March 31 and September 30 of the loan term.
- The estimated cost for the Project is \$42,500,000 to \$45,000,000. JPA has secured a multiyear commitment from FDOT in an amount up to \$22,500,000. City will partially fund the costs of the Project in an amount of up to \$22,500,000 on a 50-50 pro rata basis with FDOT, up to an aggregate amount of \$45,000,000, with all costs of the Project in excess thereof the responsibility of JPA.
- JEA is expected to complete the Project over a four-year period, ending in 2026, and will contract with all contractors, engineers, and providers to plan, design and construct the Project. JEA will submit invoices for work completed to JPA and JPA will timely pay the invoices submitted by JEA for all allowable costs on a timely basis using the funds to be provided by FDOT and City.
- City and JPA anticipate the City funding its portion of the Project by providing access to the Loan and Line of Credit commencing July 1, 2023, or at such later time as requested by JPA. The Grant funds are anticipated to be appropriated by the City and available in the amount of \$3,500,000 as of October 1, 2023, \$4,000,000 as of October 1, 2024, and \$2,500,000 as of October 1, 2025. Any City funding provided in excess of \$22,500,000 at completion of the Project shall be returned to the City by JPA within 90 days, and any cost savings for the Project shall be returned to the City on a pro rata basis with FDOT.
- All funding provided by the City to JPA 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 the City prior to disbursement of the funds by the 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 the City of Jacksonville.

- The City shall only provide funding after receiving a disbursement request from JPA and supporting documentation related thereto.