

AMENDED AND RESTATED CONTRIBUTION AGREEMENT

This Amended and Restated Contribution Agreement (“Agreement”) is entered and effective as of the ___ day of _____, 2019 between **Jacksonville Port Authority**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended (“JAXPORT”) and the **City of Jacksonville**, a consolidated municipal corporation and political subdivision of the State of Florida (“City”).

WHEREAS, JAXPORT, pursuant to a contract with Jacksonville Marine Transportation Exchange (“JMTX”) controls and will fund certain maintenance and repairs to a system of gauges and sensors that capture and export important real time data about navigational conditions in the lower St. Johns River (the “PORTS System”); and

WHEREAS, other portions of the PORTS System provides data that the City may use to assist not only with emergency response, but also aid in monitoring and assessing the condition and health of the St. Johns River; and

WHEREAS, in 2019 the City and JAXPORT entered into an agreement as authorized by Ordinance 2019-293-E (the “Original Agreement”) under which the City was to contribute funding for the repair, operation and maintenance of a limited number of sensors in the PORTS System not required by JAXPORT for navigation, and to date the City has not yet provided any funding under the Original Agreement; and

WHEREAS, since entering into the Original Agreement, JAXPORT has obtained better pricing for the PORTS System maintenance and repairs from the National Oceanic and Atmospheric Administration (“NOAA”) such that it is now more cost effective for the City to fund the repair and maintenance of additional portions of the PORTS System and to provide more robust data as the health and condition of the lower St. Johns River; and

WHEREAS, the parties hereto wish to amend and restate the Original Agreement on the terms and conditions set forth in this Agreement to: (i) increase by the number of river gauges and sensors for which the City will provide funding; (ii) replace the **Exhibit A** of the Original Agreement with the **Exhibit A** attached hereto; and (iii) implement those others terms and conditions as set forth herein;

WHEREAS, pursuant to Ordinance 2019-695-E, the City is authorized to enter into this Agreement on the terms and conditions set forth herein and to provide funding to JAXPORT in fiscal year 2019-2020 in the amounts and for the purposes set forth in this Agreement;

NOW, THEREFORE, JAXPORT and the City agree to supersede and replace the Original Agreement and agree as follows:

1. **RECITALS INCORPORATED.** The foregoing recitals are true and correct and incorporated herein as material terms of this Agreement.

2. **2019 REPAIR AND REPLACEMENT FUNDING.** The City is authorized and will provide funding in Fiscal Year 2019-2020 to JAXPORT, for the required repairs and maintenance to the portions of the PORTS System described on **Exhibit A** as City of Jacksonville Operations and Maintenance Costs of \$154,670 and Capital Costs of \$123,048 for a total contribution of \$277,718. Through its contract with NOAA, JAXPORT will cause the repairs and maintenance to be performed and will submit reimbursement from the City for the actual cost to JAXPORT for such work. The City's maximum indebtedness for all fees, costs and expenses for fiscal year 2019-2020 pursuant to this Agreement for the work as set forth on **Exhibit A** shall not exceed the sum of TWO HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$277,718.00), with a total maximum indebtedness amount of THREE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$327,718.00), which amount includes a \$50,000 reserve (the "Reserve Funds"). The City may use the Reserve Funds for unanticipated repairs or replacement of the river gauges for which it is responsible under **Exhibit A** as a result of an event of casualty.

3. **FUTURE MAINTENANCE FUNDING.** **Exhibit A** also details the estimated operations and maintenance expenses for the City funded portions of the PORTS System for a total five year period. JAXPORT will cause the repairs and maintenance to be performed each fiscal year and will submit for reimbursement from the City for the actual cost to JAXPORT for such work. Subject to annual appropriation therefor, the City will provide such reimbursement funding to JAXPORT for work performed in each fiscal year 2019-2020 – 2023-2024, inclusive. To the extent any portion of the PORTS System funded by the City is damaged or destroyed, the City will determine whether or not to fund the replacement of that portion in the City's sole discretion, with such work to be performed by JAXPORT.

4. **STAND ALONE AGREEMENT.** City and JAXPORT are parties to one or more other agreements under which funds are exchanged between them. This Agreement is limited to the subject matter hereof and nothing about this Agreement or the funding contemplated hereunder shall be deemed to impact or effect any other arrangements between the City and JAXPORT.

5. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

6. **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.

7. **NOTICE.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address as is designated in writing by a party to this Agreement.

8. **ENTIRE AGREEMENT.** This Agreement, together with the ordinances and other documents expressly referred to herein, contains the entire agreement between the parties

pertaining to the subject matter set forth herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

9. **WAIVER.** Failure of either party to insist upon 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.

10. **FUTURE FUNDING.** This Agreement is limited to the terms expressly set forth herein and shall not be construed to require the City to provide funding for the repair and maintenance of any portion of the PORTS System not set forth in **Exhibit A** attached hereto, nor does it bind the City to any future appropriation for same.

11. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

12. **ADDENDUM.** Any addendum or exhibit attached hereto shall be deemed a part of this Agreement.

CITY OF JACKSONVILLE

JACKSONVILLE PORT AUTHORITY

By: _____
Lenny Curry
Mayor

By: _____
Eric B. Green
Chief Executive Officer

Attest:

By: _____
James R. McCain, Jr.
Corporation Secretary

Approved as to legal form for
City of Jacksonville only:

Approved as to legal form for
JAXPORT only:

Office of General Counsel

Office of General Counsel
Chief Legal Counsel – JAXPORT

Exhibit A

| PORTS System | | | | | |
|--------------------------------------|------------------|------------------|------------------|------------------|------------------|
| | Period 1 | Period 2 | Period 3 | Period 4 | Period 5 |
| Fiscal Year | 2020 | 2021 | 2022 | 2023 | 2024 |
| JAXPORT | | | | | |
| JAXPORT O&M | | | | | |
| Dames Point Bridge (AG) | \$9,780 | \$9,976 | \$10,176 | \$10,380 | \$10,588 |
| Fulton Cutoff LB 34 | \$25,840 | \$26,357 | \$26,884 | \$27,422 | \$27,970 |
| Mile Point LB20 | \$25,840 | \$26,357 | \$26,884 | \$27,422 | \$27,970 |
| Trout River Cut LB 64 | \$25,840 | \$26,357 | \$26,884 | \$27,422 | \$27,970 |
| Dames Point Bridge (WC) | \$21,080 | \$21,502 | \$21,932 | \$22,371 | \$22,818 |
| JAXPORT O&M Annually | \$108,380 | \$110,549 | \$112,760 | \$115,017 | \$117,316 |
| JAXPORT Optional Capital Cost | | | | | |
| Dames Point I-Beam | \$37,829 | | | | |
| Total JAXPORT Cost | \$146,209 | \$110,549 | \$112,760 | \$115,017 | \$117,316 |
| JPA Five Year Total = | \$601,851 | | | | |
| City of Jacksonville | | | | | |
| City of Jacksonville O&M | | | | | |
| Acosta Bridge | \$21,080 | \$21,502 | \$21,932 | \$22,371 | \$22,818 |
| Jacksonville University | \$11,330 | \$11,557 | \$11,788 | \$12,024 | \$12,264 |
| Blount Island Command | \$10,790 | \$11,006 | \$11,226 | \$11,451 | \$11,680 |
| Little Jetties | \$10,790 | \$11,006 | \$11,226 | \$11,451 | \$11,680 |
| Navy Fuel Depot (remote) | \$12,590 | \$12,842 | \$13,099 | \$13,361 | \$13,628 |
| Southbank Riverwalk SJR | \$21,980 | \$22,420 | \$22,868 | \$23,325 | \$23,792 |
| I-295 Bridge St Johns River | \$21,980 | \$22,420 | \$22,868 | \$23,325 | \$23,792 |
| Dames Point (WL,SAL) | \$31,400 | \$32,028 | \$32,669 | \$33,322 | \$33,988 |
| Mayport (Bar Pilots Dock) (remote) | \$12,730 | \$12,985 | \$13,245 | \$13,510 | \$13,780 |
| COJ O&M Annually | \$154,670 | \$157,766 | \$160,921 | \$164,140 | \$167,422 |
| COJ Optional Capital Cost | | | | | |
| I-295 Bridge St Johns River | \$71,945 | | | | |
| Acosta Bridge Sensor replacement | \$51,103 | | | | |
| | \$123,048 | \$0 | \$0 | \$0 | \$0 |
| TOTAL COJ COST | \$277,718 | \$157,766 | \$160,921 | \$164,140 | \$167,422 |
| COJ Five Year Total = | \$927,967 | | | | |

Contract 5-year total =

\$1,529,818

Updated 08-13-19