

TEU
2019-293

CONTRIBUTION AGREEMENT

This 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 conditions in the lower St. Johns River (the "**PORTS System**"); and

WHEREAS, the **PORTS System** provides data to **JAXPORT** to assist ships in navigating the St. Johns River; and

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

WHEREAS, the City has identified particular portions of the **PORTS System**, as more particularly identified on the attached **Exhibit A**, that, due to the value and nature of the information they provide the City, the City will provide funding to **JAXPORT** for their repair, operation and maintenance and to ensure continuous availability of that data to the City; and

WHEREAS, **JAXPORT** will employ all commercially reasonable efforts to ensure the **PORTS System** remains certified by the National Oceanic and Atmospheric Administration ("**NOAA**") and the data generated by the **PORTS System** will continue to be accepted and published by **NOAA** without disruption; and

WHEREAS, pursuant to Ordinance _____, the City is authorized to provide funding to **JAXPORT** in fiscal year 2019 for the purposes set forth in this Agreement;

NOW, THEREFORE, **JAXPORT** and the City hereto agree as follows:

1. **RECITALS INCORPORATED.** The foregoing recitals are true and correct and incorporated as material terms of this Agreement.
2. **REPAIR FUNDING.** The City is authorized and will provide funding in Fiscal Year 2019 to **JAXPORT**, for the required repairs and maintenance to the portions of the **PORTS System** described on **Exhibit A** that are to receive City funding in an amount not to exceed one hundred fifty five thousand dollars (\$155,000.00). **JAXPORT**, will cause the repairs and maintenance to be performed and will submit for reimbursement from the City for the actual cost to **JAXPORT** for such work. The work will be performed in accordance with the estimated costs set forth on **Exhibit A**.

3. **ALTERNATE FUNDING FOR REPAIRS.** To the extent any portion of the work set forth on **Exhibit A** is not required for continued functionality of those portions of the PORTS System, or to the extent work identified on **Exhibit A** for the City is required but is instead paid for through funds previously made available to JMTX by the Federal Emergency Management Agency, then JAXPORT will not seek reimbursement from the City for those specific repairs. However, JAXPORT makes no representation that such alternate funding will be available, and the amounts set forth on **Exhibit A** represent a good faith estimate of the cost of the work needed.

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 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**, 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.

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

Sensors

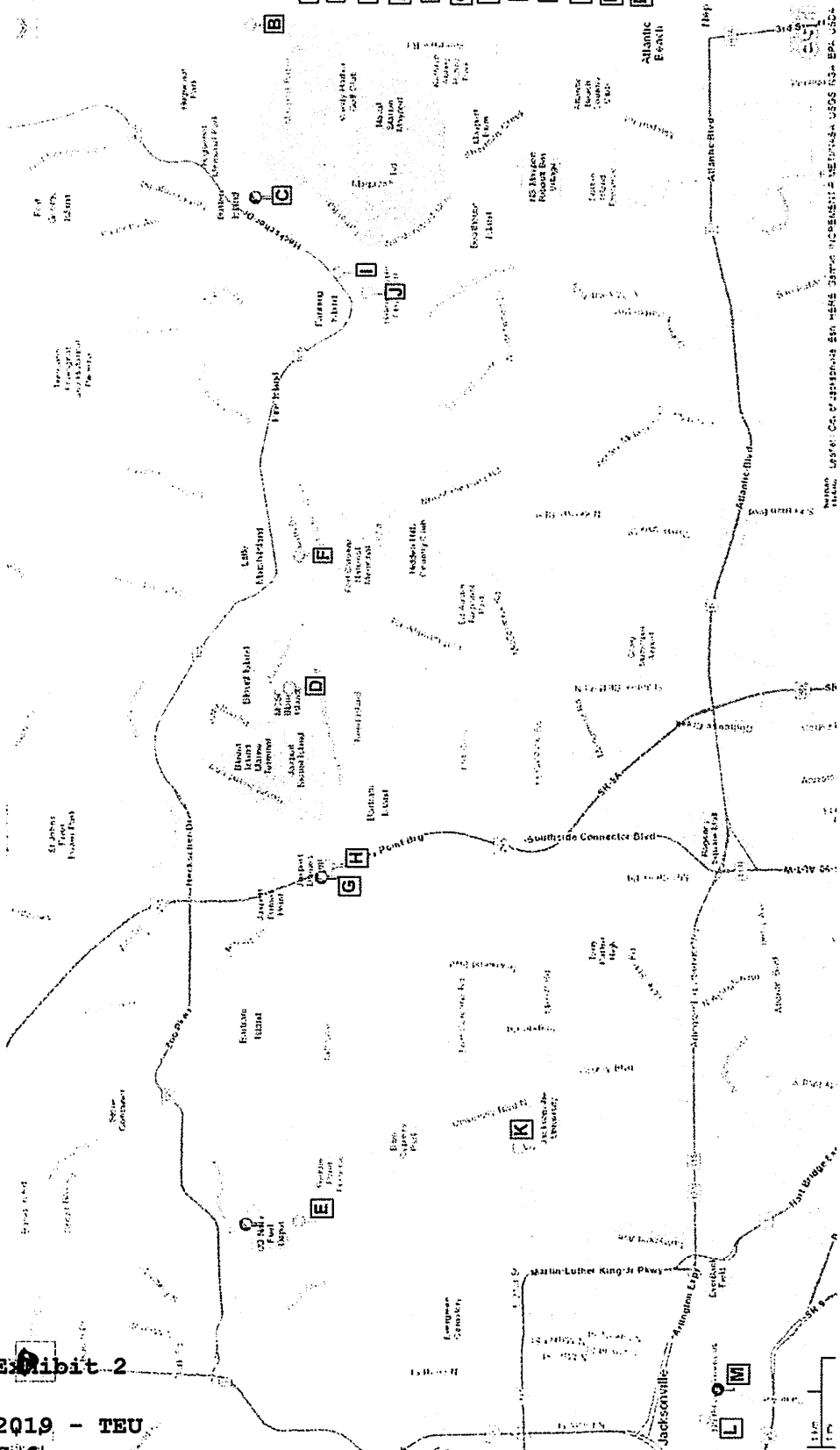
CITY OF JACKSONVILLE					
Location	Map ID	Install	Type	Capital	Annual O & M
I-295@Buckman Brdg/Rudder Club	N	Re-install	Water Level	\$155,257	\$48,327
Dames Point Bridge	G	Existing	Water Level		\$34,977
Southbank Riverwalk	M	Existing	Water Level		\$29,481
			Total	\$155,257	\$112,785

NOAA/NOS/CO-OPS - ODHN MAP
 Search for station (Active Stations)
 Station type: None
 Active Stations: None

- WL AT W1 WindBARD
- Navy Fuel Depot 87202
- St Johns River LBB C 87202
- Mayport Basin PC LBB B 87201
- Mayport (Bal Pilots Dock) C 87201
- Blount Island Compound D 87202
- Trout River Cut LB B4 E 87201
- Fulton Cutoff LB 34 F 87201
- Daines Point G 87202
- Damas Point Bridge H 87202
- Mile Point LG 20 I 87202
- Little Jettes J 87202
- Jacksonville University K 87202
- Acosta Bridge L 87202
- Southbank Riverwalk, St Johns River M 87202

USACE monitors Salinity

USACE monitors Salinity
 Station ID: 87202
 Station Name: Navy Fuel Depot
 Station Type: None
 Station Status: Active
 Station Coordinates: 30.5175 N, 81.5175 W
 Station Elevation: 10.0
 Station Depth: 10.0
 Station Diameter: 10.0
 Station Length: 10.0
 Station Width: 10.0
 Station Area: 10.0
 Station Volume: 10.0
 Station Weight: 10.0
 Station Material: 10.0
 Station Color: 10.0
 Station Shape: 10.0
 Station Orientation: 10.0
 Station Azimuth: 10.0
 Station Altitude: 10.0
 Station Slope: 10.0
 Station Aspect: 10.0
 Station Exposure: 10.0
 Station Fetch: 10.0
 Station Wave Height: 10.0
 Station Wave Period: 10.0
 Station Wave Direction: 10.0
 Station Wave Power: 10.0
 Station Wave Energy: 10.0
 Station Wave Force: 10.0
 Station Wave Momentum: 10.0
 Station Wave Impulse: 10.0
 Station Wave Pressure: 10.0
 Station Wave Stress: 10.0
 Station Wave Load: 10.0
 Station Wave Moment: 10.0
 Station Wave Torque: 10.0
 Station Wave Power Spectral Density: 10.0
 Station Wave Energy Spectral Density: 10.0
 Station Wave Force Spectral Density: 10.0
 Station Wave Momentum Spectral Density: 10.0
 Station Wave Impulse Spectral Density: 10.0
 Station Wave Pressure Spectral Density: 10.0
 Station Wave Stress Spectral Density: 10.0
 Station Wave Load Spectral Density: 10.0
 Station Wave Moment Spectral Density: 10.0
 Station Wave Torque Spectral Density: 10.0



Revised Exhibit 2
 Rev Agmt
 May 20, 2019 - TEU
 Page 6 of 6

N I-295 Buckman Bridge/Rudder Club *