

## 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 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**, 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**

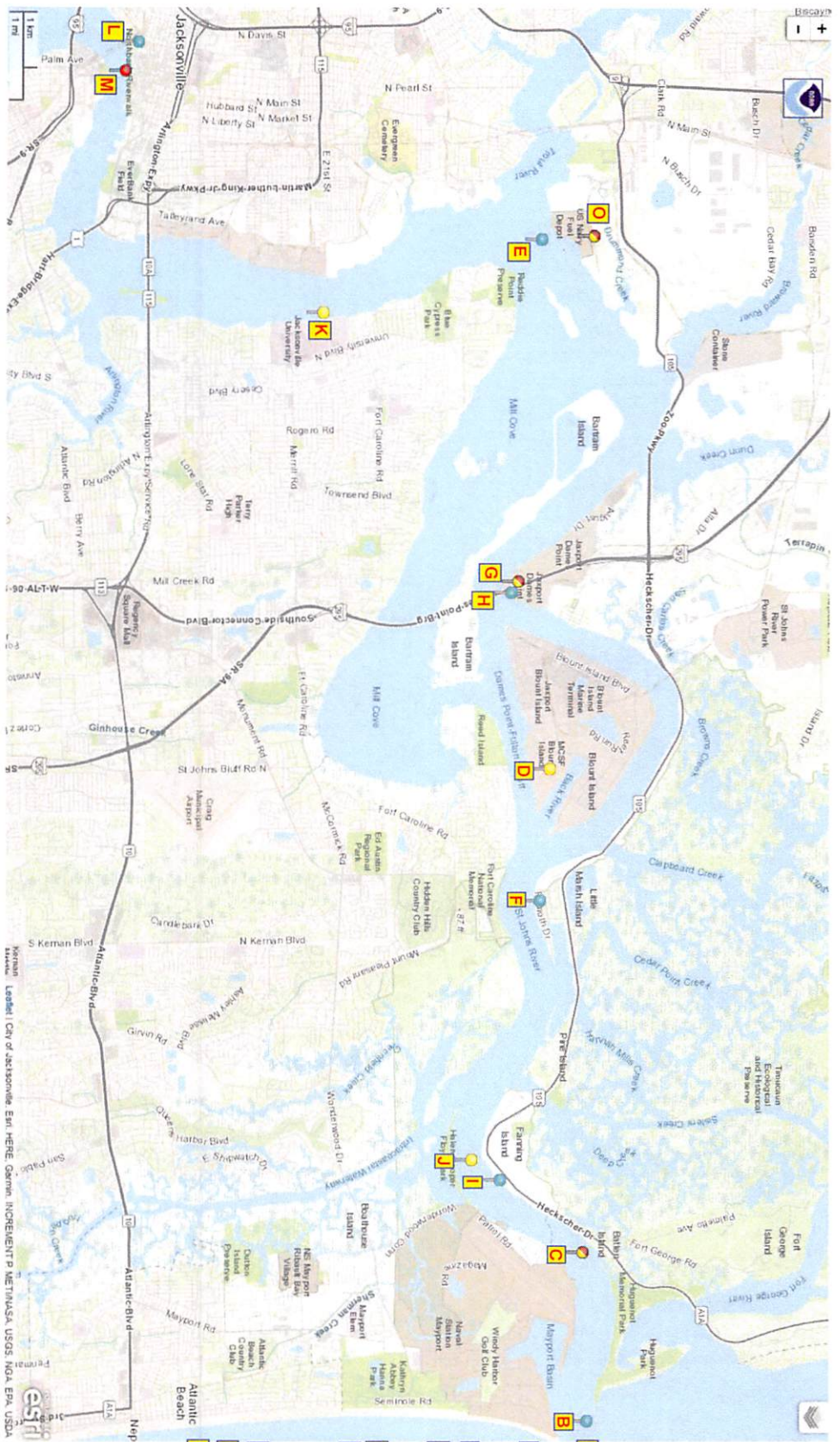
### Operation and Maintenance Annual Costing - (Six-months of service October 1, 2018 to March 30, 2019)

Station	Description	Period	Qty	Final Cost
<b>CITY FUNDED SENSORS</b>				
L	Acosta Bridge Current Meter	Replacement of sensor (with new sensor purchase)	Dec	1 \$ 40,927.50
O	Naval Fuel Depot MET/VIS	Restore AC power and restart data flow with Annual	Nov	1 \$ 27,980.50
<b>COJ total Capital cost =</b>				<b>\$ 68,908.00</b>
C	Mayport Bar Pilots CT	Four-month maintenance visit	Oct & Feb	2 \$ 8,774.00
D	Blount Island Command MET/VIS	Annual Maintenance visit	Oct	1 \$ 6,580.50
G	Dames Point WLS with CT	Four-month maintenance visit	Oct	1 \$ 5,403.50
G	Dames Point WLS with CT	Annual Maintenance visit	Feb	1 \$ 16,478.00
J	Little Jetties VIS	Annual Maintenance visit	Oct	1 \$ 7,115.50
K	Jacksonville University CT	Four-month maintenance visit	Oct & Feb	2 \$ 8,774.00
M	Southbank Riverwalk WLS	Four-month maintenance visit	Oct	1 \$ 4,333.50
M	Southbank Riverwalk WLS	Annual Maintenance visit	Feb	1 \$ 15,622.00
<b>COJ total Maintenance cost =</b>				<b>\$ 73,081.00</b>
	Emergency Maintenance Funds	Emergency Maintenance Funds - Estimated 1 of 2 visits		1 \$ 8,025.00

**COJ total for six month period = \$ 150,014.00**  
 Additional Maintenance/Emergency fund cost for additional six month period = \$ 81,106.00  
**Total COJ for 12 month duration = \$ 231,120.00**

Station	Description	Period	Qty	Final Cost
<b>JAXPORT FUNDED SENSORS</b>				
H	Dames Point East Cell Current Meter	Replacement of I-Beam and sensor	Nov/Dec	1 \$ 52,965.00
<b>JPA total Capital cost =</b>				<b>\$ 52,965.00</b>
	Dames Point Air Gap	Six-month maintenance visit	Feb	1 \$ 9,603.25
E	Trout River Cut LB 64	Six-month maintenance visit (sensor replacement)	Oct/Nov	1 \$ 14,552.00
F	Fulton Cutoff LB 34	Six-month maintenance visit (sensor replacement)	Oct/Nov	1 \$ 14,552.00
I	Mile Point LB 20	Six-month maintenance visit (sensor replacement)	Oct/Nov	1 \$ 14,552.00
<b>JPA total Maintenance cost =</b>				<b>\$ 53,259.25</b>
	Emergency Maintenance Funds	Emergency Maintenance Funds - Estimated 1 of 2 visits		1 \$ 8,025.00

**JPA total for six month period = \$ 114,249.25**  
 Additional Maintenance/Emergency fund cost for additional six month period = \$ 61,284.25  
**Total JPA for 12 month duration = \$ 175,533.50**



N I-295 Buckman Bridge/Rutledge-Gibb \* Not included - sensor lost during hurricane Irma

NOAA/NOCS/CO-OPS - ODIN MAP

Search for station (Active Stations)

Zoom to region:  Show

Request type:

Active Stations:

For Data:

- Water Levels
- Mud Only
- Water Levels and Mud
- Currents
- WT
- WT Windbaro
- Mud/Fun Depot

<b>B</b> St Johns River LBB 6	140101
<b>B</b> Mayport Basin Pct-188	Not included
<b>C</b> Mayport (Bar Pilots Dock)	87202 *
<b>D</b> Blount Island Command	101061
<b>E</b> Trout River Cut LB 64	10107m
<b>E</b> Fullon Cut LB 34	140401
<b>G</b> Dames Point	140302 *
<b>H</b> Dames Point Bridge	140501
<b>I</b> Mile Point LB 20	140302
<b>J</b> Little Jetties	87202
<b>K</b> Jacksonville University	87202 *
<b>L</b> Acosta Bridge	140701
<b>M</b> Southbank Riverwalk, St Johns River	87202

\* USACE monitors Salinity

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