

**GROUNDWORK JACKSONVILLE, INC.
GRANT AGREEMENT**

This Grant Agreement (this "Agreement") is made as of December 16, 2025 by and between Groundwork Jacksonville, Inc., a Florida not for profit corporation ("GWJax"), and the City of Jacksonville, a political subdivision of the State of Florida ("COJ"), and provides:

1. **Approval of Grant.** GWJax has approved a sub-award and grant to COJ in the amount of \$2,249,117 (the "Grant") in funds GWJax received in a grant award from the National Oceanic Atmospheric Administration ("NOAA") to be used for the purposes set forth in this Agreement.

2. **Purpose and Timing of Payment of Grant.** COJ shall use the Grant solely to construct the McCoys Creek Branches Restoration project (the "Project"). The Grant may not be expended or used for any purposes other than as set forth in this Agreement. GWJax shall not disburse funds to COJ until it has received confirmation from NOAA that its environmental review has been completed. Otherwise, the funds will be provided to COJ upon formal selection of a contractor.

3. **NOAA Grant Performance Period.** The period of performance is July 1, 2023 to July, 31, 2026. Performance period extensions may be requested for two additional years, for a maximum performance period of five (5) years. Therefore, COJ shall complete construction no later than July 31, 2028.

4. **Grant Conditions and Requirements.** This sub-award obligates COJ to the following award conditions, and COJ agrees to comply with these conditions as follows:

(a) COJ will not expend any Grant funds for Project implementation, which includes restoration implementation and construction, until the environmental impacts have been assessed, and NEPA compliance documentation has been completed by NOAA. COJ agrees to assist and cooperate with GWJax in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation required by NOAA.

(b) Prior to initiation of any construction that may arise, COJ is required to and shall inform GWJax's CEO in writing whether it is using iron, steel, manufactured products, or construction materials as described below and outlined in the Build American, Buy American (BABA Act). In addition, COJ is required to and shall inform GWJax's CEO whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition. COJ is required to and shall coordinate with NOAA regarding its compliance with this term.

(c) **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.** Pursuant to the Infrastructure Investment and Jobs Act ("IIJA"), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(i) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(ii) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(iii) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(d) NOAA will have substantial involvement in the Project, and will participate in one or more of the following ways:

(i) Any construction plan modifications will be subject to review and approval by NOAA

(ii) Participate in meetings and review of documents

(iii) Provide assistance with technical aspects of the habitat restoration projects such as assistance with permitting, detailed work plans and monitoring plans

(iv) Review of procurement materials to the extent authorized by 2 C.F.R. Sec. 200.325

(v) Tracking the progression of the restoration through implementation and post-construction monitoring, with particular emphasis on tracking the performance measurements targets for major milestones and performance metrics, including the following, and sharing results:

(1) The Project will restore almost 14.93 acres of stream and wetlands and 3.9 acres of open space (for future recreational use). Specifically, there will be 1.4 acres of riparian buffer, 7.92 acres of freshwater forested wetlands, .47 acres of herbaceous wetlands, and 5.14 acres of freshwater stream and pond. COJ will keep GWJax informed of field adjustments happening that affect these performance metrics.

(2) COJ will keep GWJax apprised of contamination remediation

(e) COJ shall maintain a complete and accurate record of the Grant and the use of the Grant. COJ will submit Progress Reports to GWJax twice a year, no later than March 31 and September 30 for the duration of the Project. GWJax may, at its expense, conduct an evaluation of COJ's operations and activities associated with the use of the Grant, which may include visits by representatives of GWJax to observe COJ's Project procedures and operations and discuss the Project with COJ's personnel.

(f) COJ will make available and provide to GWJax copies of any safety plans for the Project.

(g) COJ will provide to GWJAX the following Project files:

- (i) Copy of bid documents
- (ii) Copy of successful proposal
- (iii) Copy of the agreement between COJ and the contractor
- (iv) Copy of permits
- (v) Copies of construction meeting minutes and any photos taken of the Project site
- (vi) Project reporting and closeout documents related to the FDEP contamination remediation reporting
- (vii) Copy of As-Builts

(h) COJ will comply with all applicable laws and ensure that implementation of the Project will meet all applicable federal, state and local laws and regulations by obtaining all federal, state, and local permits and consultations, authorizations and approvals applicable to the Project prior to expenditure of Grant funds for those activities requiring permits and consultations, authorizations and approvals. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. COJ will be cognizant of all conditions and restrictions required by their permits and consultations, authorizations and approvals, and will immediately halt activities and contact GWJax's CEO if events occur that threaten to violate the conditions or restrictions required by their permits and consultations, authorizations or approvals.

5. **Limit of Commitment.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to COJ, creates any pledge or any commitment of GWJax or by any related person or entity to make any other grant or contribution to COJ or any other entity. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between COJ and GWJax or any other entity.

6. **Representations and Warranties.** By entering into this Agreement, COJ represents and warrants that:

(a) COJ has the power and is duly authorized to execute, deliver, and perform this Agreement;

(b) COJ's execution, delivery, and performance of this Agreement will not conflict with, violate or result in the breach of any terms, conditions or provisions of any agreement or law to which it is subject; and

(e) COJ operates in compliance with applicable U.S. federal, state, and local laws, rules, and regulations and this Grant does not constitute a payment or gift or anything of value to a government official, official of a political party, candidate for political office, or a commercial customer in violation of the U.S.A. Foreign Corrupt Practices Act or the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials.

7. **Earnings from Investment of Grant.** Any earnings that accrue to COJ as a result of investment of the Grant shall be used solely for the specific purposes of the Grant as set forth in this Agreement and shall be reported in the reports provided to GWJax under the provisions of this Agreement.

8. **Publicity.** COJ will not issue any press release or other public announcement or disclosure (other than in its annual reports or tax returns) concerning the Grant which is the subject of this Agreement without the prior review and written approval of GWJax. GWJax's review and approval are within its sole and absolute discretion. COJ agrees to provide a copy of any such press release or other public announcement or disclosure sufficiently in advance of the intended publication date to allow adequate review by GWJax. Further, COJ agrees to cooperate fully in connection with any press release or other public announcement or disclosure that GWJax may wish to issue in connection with this Grant or this Agreement. GWJax may include information on the Grant in its periodic public reports.

9. **Miscellaneous.**

(a) COJ is solely responsible for all activities supported by the Grant including the use of the Grant by subgrantees and subcontractors, the content of any product created with the Grant, and the manner in which any such product may be disseminated. This Agreement does not create any employer-employee relationship, agency relationship, partnership, or joint venture between the parties, and COJ shall make no such representation to anyone.

(b) The failure of GWJax to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

(c) All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

(d) This Agreement or any of the rights or obligations under this Agreement may not be assigned without GWJax's prior written approval, which approval shall be within the sole and absolute discretion of GWJax.

(e) This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid or unenforceable, all other provisions shall remain fully valid and enforceable. This Agreement may not be amended or modified, except in a writing signed by both parties.

(f) Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.

(g) This Agreement may be executed by the parties in counterparts each of which shall be deemed an original. Signatures provided by facsimile or other electronic means by any party will be valid and enforceable upon delivery to the other party.

(h) This Agreement shall be governed by the laws of the State of Florida without regard to the law of conflicts of law.

WITNESS the following signatures:

ATTEST:


Corporation Secretary
City of Jacksonville



GROUNDWORK JACKSONVILLE, INC.



By: _____

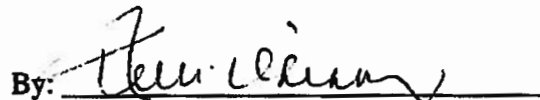
Print: Kay Ehas

Title: CEO

FORM APPROVED

By: 
Office of General Counsel

CITY OF JACKSONVILLE

By: 

Print: Donna Deegan

Title: Mayor

Kelli O'Leary
Deputy Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-04

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