

SIXTH AMENDMENT TO GRANT AGREEMENT

This **SIXTH AMENDMENT TO GRANT AGREEMENT** (this “Amendment”) is made this ____ day of _____, 2022, but made effective as of June 30, 2022 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”), and **CLARA WHITE MISSION, INC.**, a Florida not-for-profit Corporation (the “Company”). All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Agreement, as defined below.

RECITALS:

WHEREAS, the City and Company have previously entered into that certain Grant Agreement dated May 2, 2019, City Contract number 6976-76, as authorized by Ordinance 2018-509-E, as amended by that certain Amendment One dated December 20, 2019, as further amended by that Amendment Two dated May 18, 2020, as authorized by Ordinance 2020-199-E, as further amended by that Amendment Three dated June 30, 2020, as further amended by that Amendment Four dated December 23, 2021, as authorized by Ordinance 2021-818-E, as further amended by that Amendment Five dated January 19, 2022 (collectively, the “Grant Agreement”), to support the White Harvest Farms & Market Project, as further detailed in the Agreement; and

WHEREAS, Amendment One to Grant Agreement was a technical amendment that authorized a six (6) month extension to the Project Commencement Date from January 1, 2020 to July 1, 2020, a corresponding extension in the Completion of Construction Date from December 31, 2020 to June 30, 2021, and a corresponding extension in the Sales Commencement Date of January 31, 2021 to July 31, 2021; and

WHEREAS, Amendment Two to Grant Agreement removed the pedestrian bridge from the Project Scope and Eligible Grant Expenditures; and

WHEREAS, Amendment Three to Grant Agreement was a technical amendment that authorized a six (6) month extension to the Project Commencement Date from July 1, 2020 to January 1, 2021, a corresponding extension in the Completion of Construction Date from June 30, 2021 to December 31, 2021, and a corresponding extension in the Sales Commencement Date of July 31, 2021 to January 31, 2022; and

WHEREAS, Amendment Four to Grant Agreement authorized a six (6) month extension in the Completion of Construction Date from December 31, 2021 to June 30, 2022, and a corresponding extension in the Sales Commencement Date of January 31, 2022 to July 31, 2022; and

WHEREAS, Amendment Five to Grant Agreement was a technical amendment that revised **Exhibit C** of the Grant Agreement to reflect the correct line item amounts; and

WHEREAS, due to unanticipated cost increases and on-going supply chain interruptions and labor shortages, the Company has requested an additional \$247,090 and a six (6) month

extension to the Completion of Construction Date from June 30, 2022 to December 31, 2022, and a corresponding extension in the Sales Commencement Date from July 31, 2022 to January 31, 2023 in order to complete the Project; and

WHEREAS, the Company has requested, and the City has agreed, to amend the Grant Agreement in accordance with the foregoing;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, City and Company hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated herein by this reference.

2. Revisions to Paragraph 1.1 of Grant Agreement. Paragraph 1.1 of the Grant Agreement regarding the Project is hereby deleted in its entirety and replaced with the following language:

“1.1 The Project.

The Company proposes to prepare for and develop an approximately 9 acre site at its existing facility in Northwest Jacksonville, located at 4850 Moncrief Road, Jacksonville, Florida 32209, as more particularly described on Exhibit A attached hereto and incorporated by reference (the "Project Parcel") which will be used for the White Harvest Farms & Market Project, which will include an educational facility/classrooms, fencing, market and parking areas, irrigation, greenhouse, and processing center, all of which will be used as part of a commercial farm and farmer's market operation (the "Improvements"). The Improvements which are to be constructed and situated on the Project Parcel and the obligations of the Company under this Agreement are collectively referred to herein as the "Project". The Project is expected to represent an estimated total Capital Investment of \$1,747,090 by the Company, with the City reimbursing Company a maximum of \$1,747,090 for the Project pursuant to the terms and conditions of this Agreement.”

3. Revisions to Paragraph 1.5 of Grant Agreement. Paragraph 1.5 of the Grant Agreement regarding the Maximum Indebtedness is hereby deleted in its entirety and replaced with the following language:

“1.5 Maximum Indebtedness.

The maximum indebtedness of the City for all fees, reimbursable items or other cost pursuant to this Agreement shall not exceed the sum of ONE MILLION SEVEN HUNDRED FORTY-SEVEN THOUSAND AND NINETY DOLLARS AND ZERO CENTS (\$1,747,090.00).”

4. Revisions to Paragraph 3.1 of Grant Agreement. Paragraph 3.1 of the Grant Agreement regarding the Performance Schedule is hereby deleted in its entirety and replaced with the following language:

“3.1 Performance Schedule.

The Company and the City have jointly established the following dates for the performance of each party's respective obligations under this Agreement, all of which the Company agrees and covenants to perform and produce as follows (herein called the "Performance Schedule"):

- (a) Obtaining on or before January 1, 2021, and maintaining at all times the licenses and permits to operate a commercial farm, market and training facility, such as the following:
 - Federal
 - Farm Labor Contract Employee
 - U.S. Department of Agriculture
 - U.S. Environmental Protection Agency
 - State
 - Florida Department of Agriculture
 - Florida Department of Environmental Protection
 - St. Johns River Water Management District
 - Florida Department of Business and Professional Regulation
 - Regional (City of Jacksonville)
 - Planning Department
 - Public Works
- (b) Start of construction of the Improvements on or before January 1, 2021;
- (c) Completion of Improvements on or before December 31, 2022;
- (d) Sales of produce which is produced on the Project Parcel as a byproduct of the Improvements (i.e. produce that is addition to the produce grown before the Improvements were constructed) or sold in the farmer's market operation commencing no later than January 31, 2023;
- (e) Exclusively using and occupying the educational facility/classrooms, market and parking areas, irrigation, greenhouse, processing center and a pedestrian bridge as part of the commercial farm on the Project Parcel, and keeping the educational facility/classrooms, market, parking areas, greenhouse, and processing center components of the Project open, active, fully staffed (with at least 2 employees at all times) and equipped during the hours of 10 AM and 2 PM for three (3) days each week of the calendar year commencing on the completion of the Improvements and continuing on an uninterrupted basis for five (5) years except while the Improvements are uninhabitable by reason of fire or other unavoidable casualty ("Continuous Use Covenant"); and

The City and the Company have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, the Company hereby agrees to undertake and complete the construction and development of the Project in accordance with this Agreement and the Performance Schedule, and to comply with all of the Company's obligations set forth herein.”

5. Revisions to Paragraph 4.1 of Grant Agreement. Paragraph 4.1 of the Grant Agreement regarding the Northwest Jacksonville Business Infrastructure Grant Amount is hereby deleted in its entirety and replaced with the following language:

“4.1 Northwest Jacksonville Business Infrastructure Grant; Amount.

The City shall make a NWJEDF Grant to the Company to reimburse Company for actual costs incurred in an amount not to exceed \$1,747,090 to fund the construction of the Improvements. The City’s obligation to make the NWJEDF Grant is subject to the terms and conditions of this Agreement. The Company will pay the costs of the Improvements exceeding the amount of the NWJEDF Grant. Company agrees to perform the Project, the Performance Schedule and the Work in accordance with the terms of this Agreement, including but not limited to the Performance Schedule and Project Budget attached hereto as Exhibit C-2.”

6. Revisions to Paragraph 4.2 of Grant Agreement. Paragraph 4.2 of the Grant Agreement regarding the Completion of Work is hereby deleted in its entirety and replaced with the following language:

“4.2 Completion of the Work. The Company shall complete scope of work for the construction of the Improvements as further described in Exhibit C-2 (“Work”) by no later than December 31, 2022 (the “Improvement Completion Date”). For purposes of this Agreement, completion of the Work shall be deemed to have occurred only when the following conditions (the “Project Completion Conditions”) shall have been satisfied:

- (a) The Company shall furnish to the City a certificate of occupancy or its equivalent (if available in the jurisdiction) or such other permits and/or certificates (including a certificate of substantial completion from the architect) as shall be required to establish to the City's satisfaction that the Work has been properly completed and is not subject to any violations or uncorrected conditions noted or filed in any City department;
- (b) The Company shall submit to the City a proper contractor's final affidavit and full and complete releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the Work;
- (c) The Work shall have been finally completed in all respects in accordance with the Project Description, as verified by a final inspection report satisfactory to the City, certifying that the Work has been constructed in a good and workmanlike manner and is in satisfactory condition. In the event the City determines that there is a deficiency with the Work, the City reserves the right to require that an escrow be established in an amount satisfactory to the City to remedy such deficiency.”

7. Revisions to Paragraph 5.2 of Grant Agreement. Paragraph 5.2 of the Grant Agreement regarding the Cost of Development is hereby deleted in its entirety and replaced with the following language:

“5.2 Cost of Development; Company pays all Cost Overruns.

Except as otherwise set forth in this Agreement, the Company shall pay the cost of constructing and developing the Improvements and Work before the City reimburses Company pursuant to the terms and conditions of this Agreement. If there are cost overruns on the construction of the Improvements (i.e. \$1,747,090 is not sufficient to complete the Improvements), Company shall pay all cost overruns required to complete the Improvements.”

8. Revisions to Paragraph 7.2(b) of Grant Agreement. Section 7.2(b) of the Grant Agreement regarding the Continuous Use Default is hereby deleted in its entirety and replaced with the following language:

“(b) In the event the Company defaults on the Continuous Use Covenant (“Continuous Use Default”) during the first five (5) years after the final disbursement of the NWJEDF Grant, the following shall be due and payable upon demand:

- (i) All amounts disbursed under the NWJEDF Grant if the Continuous Use Default occurs before the final distribution of the NWJEDF Grant;
- (ii) \$1,747,090.00, if the Continuous Use Default occurs within 12 months after final disbursement of the NWJEDF Grant;
- (iii) \$1,397,672.00, if the Continuous Use Default occurs after 12 months but within 24 months of final disbursement of the NWJEDF Grant;
- (iv) \$1,048,254.00, if the Continuous Use Default occurs after 24 months but within 36 months of final disbursement of the NWJEDF Grant;
- (v) \$698,836.00, if the Continuous Use Default occurs after 36 months but within 48 months of final disbursement of the NWJEDF Grant;
- (vi) \$349,418.00, if the Continuous Use Default occurs after 48 months but within 60 months of final disbursement of the NWJEDF Grant.”

9. Revisions to Paragraph 7.2(c) of Grant Agreement. Section 7.2(c) of the Grant Agreement regarding the Sale Default is hereby deleted in its entirety and replaced with the following language:

“(c) In the event the Company sells, leases or otherwise transfers the Project or Project Parcel (the “Sale”) before the final disbursement of the NWJEDF Grant or during the first five (5) years after the final disbursement of the NWJEDF Grant, the following shall be due and payable at closing of the Sale:

- (i) All amounts disbursed under the NWJEDF Grant if the Sale occurs before the final distribution of the NWJEDF Grant;
- (ii) \$1,747,090.00, if the Sale occurs within 12 months after final disbursement of the NWJEDF Grant;

- (iii) \$1,397,672.00, if the Sale occurs after 12 months but within 24 months of final disbursement of the NWJEDF Grant;
- (iv) \$1,048,254.00, if the Sale occurs after 24 months but within 36 months of final disbursement of the NWJEDF Grant;
- (v) \$698,836.00, if the Sale occurs after 36 months but within 48 months of final disbursement of the NWJEDF Grant;
- (vi) \$349,418.00, if the Sale occurs after 48 months but within 60 months of final disbursement of the NWJEDF Grant.

10. Revisions to Paragraph 7.5 of Grant Agreement. Section 7.5 of the Grant Agreement regarding Termination is hereby deleted in its entirety and replaced with the following language:

“7.5 Termination.

The Company may terminate this Agreement at any time for any reason by providing at least thirty (30) days’ prior written notice to the City. In the event this Agreement is terminated within the first five (5) years after disbursement of the NWJEDF Grant, the Company shall within thirty (30) days of termination of the Agreement, pay to the City the following amounts:

- (a) All amounts disbursed under the NWJEDF Grant if the Sale occurs before the final distribution of the NWJEDF Grant;
- (b) \$1,747,090.00, if the Sale occurs within 12 months after final disbursement of the NWJEDF Grant;
- (c) \$1,397,672.00, if the Sale occurs after 12 months but within 24 months of final disbursement of the NWJEDF Grant;
- (d) \$1,048,254.00, if the Sale occurs after 24 months but within 36 months of final disbursement of the NWJEDF Grant;
- (e) \$698,836.00, if the Sale occurs after 36 months but within 48 months of final disbursement of the NWJEDF Grant;
- (f) \$349,418.00, if the Sale occurs after 48 months but within 60 months of final disbursement of the NWJEDF Grant.”

11. Revisions to Exhibit C of Grant Agreement. **Exhibit C-1** of the Grant Agreement is hereby deleted in its entirety and replaced with revised **Exhibit C-2** attached hereto and incorporated by this reference.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

agreement. Counterparts to this Amendment may be sent by pdf or other electronic form and shall be acceptable and binding for all purposes.

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms and conditions in said Grant Agreement shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally; signatures on following page.]

IN WITNESS WHEREOF, this Amendment is executed the day and year above written.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

WITNESS:

CLARA WHITE MISSION, INC.

Print Name: _____

Print Name: _____

By: _____
Name: _____
Its: _____
Date: _____

FORM APPROVED:

Office of the General Counsel

Exhibit C-2

Project Budget for Eligible Grant Expenditures and Scope of Work

Eligible Grant Expenditures

The following is a list of the eligible and ineligible grant expenditures for the NWJEDF Grant:

Proposed Budget: is to develop a design build 9.4 acre site at 4850 Moncrief Road, Jacksonville, FL 32209. Resources for the White Harvest Farm will develop a one-stop Outreach Training Initiatives that will create a highly visible symbol of hope and become a signature cornerstone for North Jacksonville to train, provide Job placement and create jobs with local business.

Sitework	\$633,000.00
<ul style="list-style-type: none">• Preparation• Civil/Mechanical• Electrical• Plumbing• Engineering Services• Irrigation/Wells• Landscaping• Boundary Fencing• Parking	
Structures	\$873,090.00
<ul style="list-style-type: none">• Covered Outdoor/In-Door Farmer's Market Pavilion (approximately 7,000 SF). Space Including:<ul style="list-style-type: none">○ Classroom/Training Kitchen○ Restrooms○ Processing○ Storage○ Office○ Community Events Space○ Green House	
Contractor, Permit Fees and Site Survey	\$113,200.00
Master Plan	\$117,400.00
<ul style="list-style-type: none">• Architecture, CIYII Engineering, Structural Engineering, Mechanical, Electrical, Plumbing, Engineering, Landscaping• Legal• Appraisal• Builder's Risk• Project Management Fee	
Contingency	<u>\$10,400.00</u>
Project Budget	\$1,747,090.00

- Amounts in each line item may be moved to another line item only with prior written consent of City.
- Prohibited grant expenditures include:
 - Renovating space on a speculative basis to help attract new tenants,
 - Operating Expenses, including but not limited to payment of utilities, taxes, inventory supplies, seeds, salaries, etc.
 - Any costs of employees for Company for administration or management of the construction or operation of the Improvements (i.e. only third party expenses shall be a part of the Project Budget).