

## AMENDMENT TWO TO GRANT AGREEMENT

This **AMENDMENT TWO TO GRANT AGREEMENT** ("Amendment Two") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (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 previously entered into that certain Grant Agreement dated May 2, 2019, as authorized by Ordinance 2018-509-E, as amended by that certain Amendment One to Grant Agreement dated December 20, 2019 (City Contract #6976-76), to support construction and operation of the White Harvest Farms & Market Project (the "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**, the Company has become aware of certain environmental conditions on the Project site that would require costly remediation should the Company construct the pedestrian bridge currently included in the Project scope; and

**WHEREAS**, the Company has requested, and the City has agreed, to amend the Agreement to remove the pedestrian bridge from the Project scope to avoid significant cost overruns so the Company may remain eligible for the Northwest Jacksonville Business Infrastructure Grant.

**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, the City and Company hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Revisions to Paragraph 1.1 of the Agreement. Paragraph 1.1 of the Agreement 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 \$1,500,000 by the Company, with the City reimbursing Company a maximum of \$1,500,000 for the Project pursuant to the terms and conditions of this Agreement.”

3. Revisions to Paragraph 3.1(e) of Agreement. Paragraph 3.1(e) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“(e) Exclusively using and occupying the educational facility/classrooms, market and parking areas, irrigation, greenhouse, and processing center 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”

4. Revisions to Exhibit C. Exhibit C of the Agreement is hereby replaced in its entirety with the revised Exhibit C attached hereto and incorporated herein by this reference.

**SAVE AND EXCEPT** as expressly amended by this instrument, the provisions, terms and conditions in said 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 Two 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

### 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	\$525,960.00
<ul style="list-style-type: none"><li>• Preparation</li><li>• Civil/Mechanical</li><li>• Electrical</li><li>• Plumbing</li><li>• Engineering Services</li><li>• Irrigation/Wells</li><li>• Landscaping</li><li>• Boundary Fencing</li><li>• Parking</li></ul>	
Structures	\$372,711.00
<ul style="list-style-type: none"><li>• Covered Outdoor/In-Door Farmer's Market Pavilion (approximately 7,000 SF). Space Including:<ul style="list-style-type: none"><li>○ Classroom/Training Kitchen</li><li>○ Restrooms</li><li>○ Processing</li><li>○ Storage</li><li>○ Office</li><li>○ Community Events Space</li><li>○ Green House</li></ul></li></ul>	
Contractor, Permit Fees and Site Survey	\$206,075.00
Master Plan	\$337,006.00
<ul style="list-style-type: none"><li>• Architecture, CIYII Engineering, Structural Engineering, Mechanical, Electrical, Plumbing, Engineering, Landscaping</li><li>• Legal</li><li>• Appraisal</li><li>• Builder's Risk</li><li>• Project Management Fee</li></ul>	
Contingency	<u>\$58,248.00</u>
<b>Project Budget</b>	<b>\$1,500,000.00</b>

- 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).