

**FIRST AMENDMENT TO FY 2022–2023 CITY GRANT AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
MAYPORT WATERFRONT, INC.**

THIS FIRST AMENDMENT TO FY 2022–2023 CITY GRANT AGREEMENT (the “First Amendment”) is effective as of the __ day of September 2023 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”), and **MAYPORT WATERFRONT, INC.**, a Florida not-for-profit corporation doing business as Mayport Waterfront Partnership (the “**Recipient**”).

RECITALS

WHEREAS, the City and Recipient entered into the FY 2022-2023 City Grant Agreement dated October 1, 2022, City Contract Number 70142-23, in the grant amount of \$140,000 (the “Agreement”), pursuant to Ordinance 2022-504-E, to provide funding towards an Economic Development Implementation Plan for Mayport Village; and

WHEREAS, the City and Recipient desire to amend the Agreement to provide for: (i) a twelve (12) month extension of the Grant Term, from September 30, 2023 to September 30, 2024; and (ii) an amended Scope of Services for the Agreement as amended hereby a set forth on **Exhibit A-1** attached hereto and incorporated herein by this reference to, in part, authorize advance funding of the balance of grant funds and increase certain fundraising goals.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. All references in the Agreement to “September 30, 2023” are hereby deleted and replaced with “September 30, 2024”.
3. All references in the Agreement to “**Exhibit A**” are hereby deleted and replaced with “**Exhibit A-1**”.
4. Section V. of the agreement regarding Payment is hereby deleted in its entirety and replaced with the following language:

"V. PAYMENT

- A. As required by Section 106.431, *Ordinance Code*, the City’s maximum indebtedness for the Services to be provided by Recipient shall not exceed **One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00)** for the Program. The City Funds are payable in accordance with

Exhibit A-1 . The City may retain an amount up to ten percent (10%) of the City Funds until all accountings, submittals, and financial reports required by this Agreement have been received and approved by the City. All accountings, submittals, and financial reports must be received and approved by the City no later than October 9, 2024, in order for Recipient to receive any remaining payments, including retainage amounts, for the Services performed during the grant period prior to October 1, 2024.

- B. All payment requests shall provide accounting backup (invoices and/or receipts along with copies of promotional materials as appropriate) and other documentation satisfactory to the City. All payment requests shall be made by Recipient on or before the 15th of the month immediately preceding the installment payment as scheduled in **Exhibit A-1** and shall be accompanied by invoices or receipts and a narrative progress report satisfactory to the City to demonstrate the Services performed by Recipient meet the requirements of this Agreement and that provision of the Services is on track for timely completion as required by this Agreement. Upon receipt and approval of Recipient's documentation of expenses, narrative progress report, and any other reports then due pursuant to this Agreement, the City shall process Recipient's payment request with the City's Accounting Division. Nothing in this section obviates Recipient's duty to submit the financial reports required by Section VII.B of this Agreement. There shall be absolutely no release of funding pursuant to this Agreement in the absence of documentation of expenses and a narrative report sufficiently demonstrating successful provision of the Services to the date of the request. Each payment request shall also include the total amount of the Services provided and expenses incurred from inception to date, and any other information the City may deem reasonable and necessary to secure the written approval of the invoice by the City. Recipient shall sign a statement certifying that the expense and narrative progress reports and any other financial reports then due do not include any information that would constitute a false official statement as defined in Section 837.06, Florida Statutes. If approved, the City shall make payments in the amounts and at the times set forth in subsection A.
- C. Except for the limited exception in Section XXVIII of this Agreement, any costs of the Services paid for under any other agreement or from any other funding source are not eligible for payment under this Agreement. Violation of this provision is a material breach of this Agreement and the City may withhold funds from any source under this Agreement or any other agreement and, notwithstanding any provision in this Agreement or in any other agreement to the contrary, immediately terminate this Agreement upon 24 hours' written notice and require the immediate return upon demand of all City Funds paid to Recipient. A violation shall also be reported to any federal, state, or other funding sources for investigation.
- D. If Recipient comes under investigation by any government or funding agency (including a City Recipient) for activities, including for example, but not limited to, misuse of grant funds, improper accounting for grant funds, multiple billing of the Services or clients to one or more funding sources, or any other improper activities, all City Funds under this Agreement may be suspended, in the sole discretion of the City, until the investigation has been resolved in Recipient's favor or the alleged misuses have been satisfactorily explained to the Council Auditors.

1. If the investigation has been resolved favorably to Recipient or if, prior to such resolution, Recipient’s explanation of the circumstances has been accepted by the Council Auditor as satisfactory, then all suspended City Funds will be paid, as appropriate.
 2. If the investigation has been resolved adversely to Recipient or if prior to such resolution, Recipient’s explanation has been found unacceptable by the Council Auditors, then this Agreement shall immediately terminate and all suspended funds shall become disencumbered and shall be returned to the general fund of the City. Furthermore, in the event of an adverse resolution, Recipient shall return to the City all misused funds, all improperly accounted for funds, and all funds subject to multiple billings.
 3. If the investigation extends beyond the expiration date of this Agreement, the City will seek legislation to avoid lapsing of funds and this Agreement will continue on a month-to-month basis, only with respect to the suspended funds, in order that such funds will not be disencumbered and returned to the City’s general fund by the passage of time.
- E. The parties agree that the absolute last date the City can request a check for reimbursement of 2022–2023 funds is October 9, 2024. Recipient shall submit the final request for funds under this Agreement, along with any supporting documentation in accordance with Section V, no later than October 7, 2024, in order for the City to request a check for payment of 2022–2023 funds, including any retainage amount being held, by October 9, 2024.”

5. Section VII. of the agreement regarding Payment is hereby deleted in its entirety and replaced with the following language:

“VII. PROGRESS REPORTS/FINANCIAL REPORTS/PROGRAM MONITORING

- A. The City’s Contract Administrator will be responsible for monitoring the administrative and programmatic functions of the Program. The City’s Contract Administrator for this Agreement will be Ed Randolph of the City’s Office of Economic Development or his/her appointed designee.
- B. Recipient agrees to provide the City’s Contract Administrator or his/her designee with a quarterly narrative progress report on the Program described in **Exhibit A-1** and shall include basic statistical information relevant to the Program. Distribution of each installment to Recipient shall be contingent upon prior receipt by the City of the required narrative program report that is due for the preceding quarter. Narrative program quarterly report due dates are as follows:
 - January 15, 2023;
 - April 15, 2023;
 - July 15, 2023;
 - October 15, 2023;
 - January 15, 2024;
 - April 15, 2024;
 - July 15, 2024; and
 - October 9, 2024.

Recipient shall provide the Contract Administrator with a financial report covering each month during the term of this Agreement that shall include a statement of expenditures made in each budget category and line item identified in Recipient's budget set forth in **Exhibit A-1** and all accounting back-up documentation required under Section V.B herein. Failure to submit required reports and documents in accordance with the above schedule shall result in a temporary hold on financial reimbursements until reporting is current.

- C. The City's Contract Administrator or his/her designee, at least once per year, will monitor the Program Goals and Objectives. The City's Contract Administrator will determine if Recipient's stated Program Goals and Objectives have been met or if sufficient progress has not been made toward meeting the Goals and Objectives. Failure of Recipient to maintain sufficient progress in these areas is grounds for termination of this Agreement.
- D. Pursuant to the provisions in Chapter 118, *Ordinance Code*, and except for the City's exercise of its discretion to terminate this Agreement and demand refund of public funding under Section II.B.7 of this Agreement, failure to provide reports (*i.e.*, annual report or independent audit) as required herein shall result in a certification from the Council Auditor that no further funds shall be disbursed until such reports are provided, received, and approved by the Council Auditor and the Council Auditor certifies a restoration of entitlement.
- E. The City shall have the absolute right, at all times during Recipient's normal business hours, with or without notice, to enter Recipient's administrative and programmatic premises for the purpose of conducting on-site evaluations of the administrative and programmatic functioning of the Program and Recipient's operation of the Program. Failure of Recipient to allow the City or its authorized representatives to enter its premises shall be a material breach of this Agreement and grounds for withholding funds from any source, under this Agreement or any other agreement, and for termination of this Agreement and return to the City of all City Funds paid to Recipient under the terms of this Agreement."

6. 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 delivered 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 EDA shall remain unchanged and shall continue in full force and effect.

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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

ATTEST:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

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

By: _____
Donna Deegan
Mayor

Form Approved:

MAYPORT WATERFRONT, INC., a Florida not-for-profit corporation

Office of General Counsel

By: _____
Alyce Decker
Vice President

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**EXHIBIT A-1
SCOPE OF SERVICES**

**Mayport Waterfront, Inc. d/b/a Mayport Waterfront Partnership
Economic Development Implementation Plan
Revised FY 2022-2023 City Grant Term Sheet**

Grant Recipient: Mayport Waterfront, Inc. d/b/a Mayport Waterfront Partnership (“Recipient”)
Program Name: Economic Development Implementation Plan (the “Program”)
City Funding Request: \$140,000.00
Contract/Grant Term: October 1, 2022– September 30, 2024

Any substantial change to this Revised FY 2022-2023 City Grant Proposal Term Sheet (the “Term Sheet”) or the attached Program budget will require City Council approval.

PROGRAM OVERVIEW:

The Mayport Waterfront Partnership (MWP) is part of the Florida Working Waterfronts Program created to address the physical and economic decline of traditional working waterfront areas. Since 1997, a total of 24 communities have received designation as Waterfronts Florida Partnership Communities; Mayport Village was one of the first three designated in 1997.

JaxPort acquired the subject, now vacant, working waterfront over a decade ago, and in 2017, ownership of the parcels was transferred to the City of Jacksonville. Construction is underway on docks that will support the collaboration of OCEARCH and Jacksonville University to expand marine research and education. OCEARCH is a global non-profit organization conducting unprecedented research on our ocean's giants to help scientists collect previously unattainable data and accelerate innovation in critical scientific research, education, outreach, and policy using unique collaborations of individuals and organizations in the U.S. and abroad. The State of Florida is also supporting this effort by funding \$4.5 million for a research vessel in the recently approved state budget. Commercial dock replacement remains a vital need.

In 2021, MWP created a Development Committee committed to the revitalization and growth of Mayport Village to (a) leverage the city’s commitment to OCEARCH and Jacksonville University’s Marine Science Research Institute; (b) obtain a return on the city’s cumulative \$14 million investments since 1997 (c) and, other attributes develop partnerships with the Jacksonville Transportation Authority (JTA), the National Park Service, and the U.S. Navy. It is located in a designated Opportunity Zone per the Tax Cuts and Jobs Act of 2017 (PL 115-97). Our economic strategy is built on four key pillars of Education / Marine Research, Commercial Fishing, Historic preservation, and Tourism.

Our funding request includes programmatic expenses to facilitate the development and revitalization of Mayport Village’ working waterfront. All funds will be used in the restoration of Mayport Village as a working waterfront under the guidance and direction of the Mayport Waterfront Partnership (MWP) working with respective COJ departments and private entities.

Mayport Village continues as an active commercial fishing operation The expansion of the commercial fishing fleet is among our primary development goals via the installation of commercial docks on the south waterfront torn out by JaxPort a decade ago (when they owned the subject property). This will be achieved in continued cooperation with the City of Jacksonville’s Public Works Department and approved City of Jacksonville Comprehensive Improvement Plan (CIP) funding. In addition, we will capitalize on the historic

preservation of Mayport Village’ historic past through a collection of artifacts reflecting its origin in 1561 by French explorers and the conflict with Spain removing much of the French influence in the region. This funding will enable the implementation of our Economic Implementation Plan, enhancing the quality of life and income opportunities for all resident of Mayport Village; and its revitalization will have an impact on the entirety of Duval County and NE Florida region as it relates to economic activity from tourism and the expansion of commercial fishing opportunities.

PROGRAM SCOPE OF WORK AND DELIVERABLES:

The largest elements in this budget request relates to a Haskell Engineering update of their Master Plan to include predevelopment infrastructure / focus on Ocean Street Parking, and services of a grant writer. In addition, accounting and operational expenses will be needed to support the revitalization and appropriate development of the Mayport Village working waterfront to include marketing/outreach and public engagement to disseminate the Economic Development Implementation Plan. This marketing / outreach effort will provide public feedback on priorities to revitalize a thriving working waterfront community via the strategic development of the city-owned waterfront parcels with progress towards development of the City site.

Professional services will be procured to establish a website for the MWP, which will be maintained to include updates with regard to the progress made on grant applications, Haskell updates, and related activities. The first phase of the web design is expected to be complete by February 28, 2023. It is anticipated that the Haskell update will be completed by June 30, 2023. Following completion of the update, the MWP intends to submit for grants to support implementation of the Strategic Development Direction. It is estimated that two (2) grant applications will be submitted by June 30, 2023. A minimum of four (4) grant applications, in total, will be submitted by June 30, 2024. Throughout the duration of the Program, MWP will continue to pursue outreach and fundraising opportunities to inform the community of on-going efforts and to assist with implementation of the Strategic Development Direction. The goal is to host 10 events and to raise at least \$25,000 by September 30, 2024.

PROGRAM COSTS/PAYMENT TERMS:

See attached Revised 2022-2023 Budget Form

Haskell Engineering Vision Update - Pre-Development Infrastructure / Ocean Street Parking	\$62,500
Grant Writer - Needed research and submission for various grant opportunities	\$32,000
Administrative Assistant - Non-financial record keeping / meeting minutes	\$17,000
Other Professional Services – Website design and maintenance, event planning, social media management and other related professional services.	\$15,500
Accounting Support - CPA services will be needed to augment Recipient Treasurer records.	
No City funds will be expended for audit services.	\$7,000
Printing / Advertising – Brochures / marketing materials and renderings	\$3,500
Office Supplies - Stationary, copy paper, dry erase board, office supplies	<u>\$2,500</u>

TOTAL REQUEST \$140,000

The funding will be paid in 3 installments:

- The first installment paid by the City will be up to 30 percent, or a maximum of \$42,000, of program support. The initial installment of funds is to be used for the engagement of professional services.
- The remaining \$98,000 will be paid to the Recipient in 2 installments as follows:
 1. \$62,000 on or about October 30, 2023
 2. \$36,000 on or about January 31, 2024

The City is authorized to pay the above installments to Recipient upon receipt of the following: evidence that the prior installment has been fully expended on eligible activities and all prescribed services, deliverables, and payment has been made and products were provided and/or acquired in accordance with the requirements contained in the Agreement. Recipient will work with the COJ entity (Office of Economic Development) administering these funds to devise a suitable acceptable process. Invoice packages shall be submitted on a quarterly basis. A narrative report will be submitted with each invoice aligned with outcomes for the period for which payment is sought demonstrating success of the program in meeting its objectives and deliverables. Updates on Program fundraising will be included in the narrative report. Recipient will communicate in April 2023 and again in April 2024 with City regarding reimbursement process to avoid over expenditure of City funds. The final quarterly report shall include a true-up report detailing all expenditures to-date. Any funds that remain unexpended at the expiration of the agreement shall be returned to the City.

PROGRAM IMPACT & REPORTING:

Goals / Objectives: With the overarching goal to restore Mayport Village’s working waterfront, specific elements and tasks will be defined and derived via additional consultation with the Haskell Company in an update to their previous Strategic Development Direction for Mayport (Phase 1 & 2). All requested funding will be to support implementation.

Funds Raised / Public Awareness: The Mayport Waterfront Partnership has periodically held community cultural events to raise awareness and funds for operations. The recent Treasurer’s reports a very small balance in our account: inadequate capacity scope to support the needed professional services. The City expects fund raising efforts to continue and requires updates as portion of the quarterly reporting process.

The Mayport Waterfront Partnership will continue to coordinate and collaborate with the City of Jacksonville, stakeholders, and key strategic partners to achieve this Economic Development Implementation Plan and build momentum from the previous year’s achievements:

- The Florida Youth Maritime Institute has a lease with City of Jacksonville on an adjacent parcel for their operations to train at-risk youth for maritime careers at various skill levels.
- The Mayport Waterfront Partnership Development Committee collaborated with the Northeast Florida Regional Council to convene an Economic Development Implementation Plan workshop prior to submitting the Competitive Florida Partnership Grant for Florida Department of Economic Opportunity (DEO)
- Construction of the OCEARCH / JU Dock has been initiated by the City of Jacksonville Department of Public Works to support the collaboration of OCEARCH and Jacksonville University

Significant investments have been made by Duval County taxpayers into sanitary sewer and water infrastructure, underground utilities, and lighting along with enhancements to the St. Johns Ferry, and a recently completed community center. A targeted collaborative effort to achieve immediate strategic goals of the Economic Development Implementation Plan will derive a significant return on non-productive waterfront parcels. The Recipient embraces the opportunity to implement the long overdue revitalization of Mayport Village.

Additional Grant Requirements and Restrictions:

Recipient’s expenditure of City funds for the Program and the provision of services shall be subject to Chapter 118, Parts 1 through 5 of the *Jacksonville Ordinance Code*, and the terms and conditions of any contract entered into between the City and Recipient. Recipient shall use the City funds for the Program in

accordance with the City Council approved Term Sheet and Program budget. The City's Grant Administrator may amend this Term Sheet and the approved Program budget consistent with the Program's needs, provided that any substantial change to this Term Sheet or the approved Program budget will require City Council approval. Revisions to the Program budget in excess of 20% of the total budget are considered substantial and will require City Council approval.