

**AMERICAN RESCUE PLAN ACT
GRANT AGREEMENT**

THIS AMERICAN RESCUE PLAN ACT GRANT AGREEMENT (the “**Agreement**”) is made and entered into on this 21st day of June, 2022 (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 **LIFT JAX, INC.**, a Florida not-for-profit corporation, whose address is 40 East Adams Street, Suite 200, Jacksonville, Florida 32202 (“**Recipient**”).

RECITALS:

WHEREAS, on March 11, 2021, the federal American Rescue Plan Act (the “**ARP Act**”) was signed into law and provided for the distribution of Coronavirus relief, fiscal recovery, and critical capital project funds to state, territorial, tribal and local governments of the United States; and

WHEREAS, the City is the recipient of approximately \$171,897,895.00 in ARP Act grant funds to be used to offset lost revenues and other eligible expenses in accordance with the ARP Act; and

WHEREAS, pursuant to City Ordinance 2021-516-E (the “**Appropriation Ordinance**”), the City appropriated \$141,847,895 in ARP Act local fiscal recovery grant funds, a portion of which was set aside to provide economic relief and assistance to various small businesses and non-profits in Duval County, Florida, in accordance with the ARP Act; and

WHEREAS, the City has approved the Recipient to receive a portion of the ARP Act funds to provide services consistent with Objective 1 of the Eastside Affordable Housing Development Project more particularly described on **Exhibit A** attached hereto (the “**Project**”); and

WHEREAS, pursuant to the Appropriation Ordinance, the City has determined the economic aid and assistance to Recipient as set forth herein is necessary to assist Recipient in implementing the Project as described above and to maintain the viability of Recipient and therefore the City has appropriated and hereby provides an American Rescue Plan Act Grant to Recipient in the amount of \$3,000,000 (the “**Grant Funds**”) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above stated recitals are accurate and by this reference made a part this Agreement.

II. GENERAL CONDITIONS

A. Recipient shall implement the Project in accordance with the City Grant Proposal Term Sheet attached hereto as **Exhibit A**. Recipient shall perform and complete the Project on or before September 30, 2023 (“**Project Completion Date**”). City and its representatives may enter upon the Project during any construction to inspect the construction and all materials to be used in the construction thereof, including all books and records of Recipient relating to the Project, at reasonable times and in a reasonable manner so as not to interfere with Recipient’s construction activities. Nevertheless, it is expressly agreed that City has no duty to inspect the Project, and if City should inspect the Project, City shall have no liability or obligations to Recipient arising out of such inspection. Inspections made by City or its representatives shall be made solely for the protection and benefit of City and neither Recipient, nor any person or party claiming by, through or under Recipient shall be entitled to claim any loss, damage or offset against City for City’s inspection of or failure to inspect the Project. Recipient shall ensure that the Project shall only be for the benefit of individuals in Duval County, Florida. If during the term of this Agreement the Project benefits individuals outside of Duval County, Florida, the City may demand a refund of the Grant Funds from the Recipient and terminate this Agreement in its sole discretion.

B. Recipient agrees to do as follows:

1. To accept the Grant Funds as appropriated in accordance with the terms of this Agreement, the ARP Act, and the Appropriation Ordinance.

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained by Recipient online at <http://www.leg.state.fl.us/Statutes/>, which by this reference is made a part of this Agreement. All documents not expressly exempt from the Public Records Act relative to this Agreement and the Grant Funds are considered to be public records as defined in said Chapter 119, Florida Statutes; and

3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as from time to time amended; and

4. To return to the City within fifteen (15) days of written demand all Grant Funds paid to Recipient under the terms of this Agreement upon the City finding that Recipient has violated the terms of this Agreement, the provisions of the ARP Act, or the provisions of the Appropriation Ordinance; including, but not limited to, making expenditures that are specifically disallowed by this Agreement or the ARP Act. Recipient may utilize the Grant Funds for eligible expenses in accordance with the Appropriation Ordinance and the ARP Act from the period of March 1, 2020 through September 30, 2023. Recipient understands and agrees that it shall not use any Grant Funds provided pursuant to this Agreement to offset any costs or expenses for which Recipient has already received federal, state or local funding. Any Grant Funds remaining unspent/unexpended as of September 30, 2023, shall be immediately returned to the City.

5. To maintain separate bank demand and/or time deposit accounts for each program and deposit the Grant funds received and no other funds in the accounts and make all disbursements of Grant funds from the accounts. Provided, however, that if Recipient is on a reimbursement or

draw basis the Recipient does not have to maintain a separate bank account; or with the approval of the Council Auditor, to maintain a separate budgetary accounting system so that the receipt and disbursement of Grant funds can be accurately and adequately determined by reference to the books of accounts of the Recipient and a separate bank account need not be maintained.

6. Recipient shall not utilize Grant Funds for any of the following categories:

- i) losses arising from uncollectible accounts and other claims, and related costs.
- ii) contributions to a contingency reserve or a similar provision for unforeseen events.
- iii) contributions and donations to other groups or organizations.
- iv) costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities.
- v) costs resulting from violations of or failure to comply with federal, state and local laws and regulations.
- vi) the salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.
- vii) the salaries and other costs of the Legislature or similar local governmental bodies such as County commissioners, City councils and school boards, whether incurred for purposes of legislation or executive direction.
- viii) interest on borrowings (however represented), bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection therewith.
- ix) non-cash Expenses as defined in [Section 118.104, Ordinance Code](#).
- x) costs of any audits required under this Agreement.

7. Recipient consents to:

- i) Such audits of Recipient's financial affairs by the City, including the City's Finance and Administration Department (the "**Department**"), the City Council Auditor's Office, the Office of Inspector General, the State of Florida or the United States government may be required as they relate to the Grant Funds; and
- ii) Producing all documents required by the City, the Department, the City Council Auditor's Office, the City's Ethic's Office, the Office of Inspector General, the State of Florida or the United States government. Recipient agrees to give the City complete and unfettered access to all records regarding Grant Funds provided under this Agreement, at all times, during regular business hours, to ensure the Grant Funds are properly spent; and
- iii) Should the City determine it necessary, Recipient shall furnish to the City a final report of all expenditures of the Grant Funds in such form as the Department shall prescribe within

ten (10) business days of the City's request. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of Recipient's organization. This report shall include the time period from initial expenditure of the Grant Funds until all of the Grant Funds have been expended by Recipient. The reporting obligation set forth in this paragraph shall survive the expiration or earlier termination of this Agreement; and

iv) Furnishing the City a copy of an audit report conducted in accordance with both GAAS and Government Auditing Standards (GAS) issued by the Comptroller General of the United States, and if applicable the provisions of Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations," of its financial affairs for its fiscal year ending within the current fiscal year of the City made by an independent certified public accountant. This report shall be due within 120 days of the close of the Recipient's fiscal year and, in addition to the information described above, this report shall present information regarding its use of city funding based on the City's fiscal year of October 1 through September 30.

8. Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the reporting requirements of this Agreement, failure to submit complete and accurate information required by the City, or failure to adhere to the requirements of any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach of this Agreement and may result in immediate termination of this Agreement and Recipient's return of all Grant Funds granted by this Agreement.

9. All reports, audits, and other information Recipient provides pursuant to this Agreement shall contain the following statement: "*The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes.*"

III. EFFECTIVE DATE/TERM OF AGREEMENT

This Agreement is effective as of the Effective Date and shall continue in effect as to all its provisions, terms, and conditions until the September 30, 2023, unless otherwise provided herein. Any Grant Funds not expended by September 30, 2023 shall be returned to the City on or before October 5, 2023.

IV. PAYMENT

The City agrees to pay Recipient Grant Funds in an amount not to exceed THREE MILLION AND 00/100 Dollars (\$3,000,000.00) on a reimbursable or draw basis. Recipient shall submit a payment request to City accompanied by closing statement receipts, canceled checks, invoices, executed escrow agent agreements approved by the City, and any other reasonable and legible documents requested by City to support the Recipient's payment request. The Grant Funds constitute the maximum indebtedness of the City pursuant to this Agreement, and the only obligation of the City hereunder. The CFDA number of the grant authorized by this Agreement is 21.027. The federal award ID number is SLFRP3403 / SLFRP0197. The Federal awarding agency for the grant authorized hereunder is the U.S. Department of the Treasury.

V. RECORDS

A. By the acceptance of the Grant Funds, Recipient agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the City. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a copy of which can be obtained by Recipient online at <http://www.cms.gov/HIPAAGenInfo/>, which regulations are incorporated herein by reference, as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization, relative to the grant shall be public records and subject to the provisions of the Public Records Law. Recipient's failure to comply with this requirement will constitute a breach of this Agreement and may result in cancellation of this Agreement and the requirement that Recipient refund to the City all Grant Funds provided hereunder.

B. Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, Florida Statutes, and the requirements of the City's *Ordinance Code*. These financial records shall be maintained in a manner permitting positive and ready identification of any Grant Funds received by Recipient from the City from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.

C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars, including A-102, A-87, A-110, A-122, A-133 and A-21 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for audit, copying or inspection purposes at any time during normal business hours and as often as the City or the City of Jacksonville Council Auditor may deem necessary.

D. Recipient shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after disbursement of the Grant Funds to Recipient.

VI. AUDIT

A. Upon the City's request, Recipient shall obtain and provide to the City a copy of the latest available audited financial statements of Recipient or, if Recipient expends more than \$750,000 of Federal grant dollars (inclusive of any Federal funds disbursed to Recipient apart from those authorized by this Agreement) during its fiscal year, Recipient shall obtain and provide to the City an original independent single audit conducted in accordance with both GAAS and Government Auditing Standards ("GAS") issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), of its financial affairs for its fiscal year ending within the current City fiscal year. Such report shall be made by an independent certified public accountant. If requested, such report shall be due within 120 days of the close of Recipient's fiscal year. This paragraph shall survive the expiration or earlier termination of this Agreement for a period of five (5) years from the date of expiration or termination.

B. The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

1. Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the “**Records**”) in a format sufficient to reflect all receipts and expenditures of the Grant Funds.

2. Recipient shall retain all Records pertinent to this Agreement for a period of five (5) years after Recipient’s submission of a final financial expenditure report. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained, at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.

3. Upon demand, at no additional cost to the City, Recipient shall facilitate the duplication and transfer of any Records during the applicable retention period.

4. Recipient shall provide the Records at all reasonable times for inspection, review, copying, or audit by the City, the City Council Auditor’s Office, the Office of Inspector General, the State of Florida, the United States government/federal agencies, or their authorized third-party auditors or designees.

5. At all reasonable times for as long as Recipient maintains the Records, Recipient shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.

6. Recipient, at its cost, shall provide audits or reports as necessary for compliance by the Recipient and the City with the ARP Act, and otherwise as requested by the City, the City Council Auditor’s Office, the Office of Inspector General, the State of Florida, the United States government/federal agencies, or their authorized third-party auditors or designees, and shall insure that all related party transactions are disclosed to the auditor.

7. Recipient shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City.

8. Recipient shall permit the City to interview any of Recipient’s employees, subcontractors, and subcontractors’ employees to assure the City of the satisfactory performance of this Agreement. Following such review, if Recipient’s performance is, in the opinion of the City, deficient, the City will deliver to Recipient a written report of the deficiencies and request for Recipient’s development of a corrective action plan. Recipient agrees to prepare and submit to the City a corrective plan within five (5) business days of receiving the City’s written report. Recipient shall correct all deficiencies identified in the corrective action plan within five (5) business days from the City’s receipt of the corrective action plan.

9. All reports, audits, and other information Recipient provides pursuant to the Appropriation Ordinance, the ARP Act, or this Agreement shall contain the following statement: **“The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes.”**

10. If Recipient uses any contractors or subcontractors in utilization of the Grant Funds, Recipient shall include the audit, inspections, investigations, and record-keeping requirements of this Agreement in all such subcontracts and assignments. Recipient shall also ensure any subrecipients of the Grant Funds, if any, are subject to the audit, inspections, investigations, reporting and record-keeping requirements provided herein and said requirements shall be included in any contract with any subrecipient.

11. Recipient shall comply with all ARP Act requirements, including but not limited to, 2 Code of Federal Regulations 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Recipient acknowledges the City must comply with the sub-recipient monitoring requirements of 2 CFR 200.331 and agrees to provide such additional information and documentation to the City as required to comply with such requirements. Recipient also acknowledges that payments of Grant Funds under this Agreement are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirements.

VII. NOTICE

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Notices shall be deemed effective upon receipt or three (3) days after posting of certified mail. Notices shall be delivered to:

For the City:

City of Jacksonville
Housing and Community Development Division
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202
Attn: Tom Daly, Chief of Housing and Community Development

For Recipient:

Lift Jax, Inc.
40 East Adams Street, Suite 200
Jacksonville, Florida 32202
Attn: David Garfunkel, President

VIII. CIVIL RIGHTS

A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law, or under Recipient's corporate policies in the performance of this Agreement or disbursement/distribution of the Grant Funds.

B. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) in regard to the persons served.

C. Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e) in regard to employees or applicants for employment.

D. Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

E. Recipient shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

F. If City receives evidence of discrimination in violation of this Agreement, the City may terminate this Agreement and Recipient shall return the Grant Funds to the City immediately upon written demand therefore.

IX. NON-DISCRIMINATION

Recipient shall not discriminate, directly or indirectly, on the grounds of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, sex, age or political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause. Recipient shall incorporate this provision in all subcontracts for the services provided under this Agreement.

X. OTHER CONDITIONS

Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the applicable requirements for licenses and certifications necessary in connection with any activity arising out of expenditure of the Grant Funds. If any of the obligations of this Agreement are to be performed by a subcontractor or subrecipient, the provisions of this Section shall be incorporated into and become a part of such subcontract or subrecipient contract.

XI. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. As a material inducement for City to enter into this Agreement, Recipient warrants (and unless otherwise specified, the warranties shall remain true during the term of this Agreement) that:

1. Recipient is a Florida business entity with offices in Duval County incorporated and validly existing under the laws of the State of Florida and authorized to conduct business and in good standing in the State of Florida, or Recipient has tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code. Recipient has authority to enter into this Agreement and all documents contemplated by this Agreement, and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on behalf of Recipient have authority to do so.

2. Recipient's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Recipient (as the case may be).

3. This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

4. This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction by which Recipient is bound, or any provision of any applicable law or regulation by which Recipient is bound. The execution of this Agreement and all documents contemplated by this Agreement, and performance of the obligations of this Agreement and other contemplated documents, will not result in a breach of or constitute a default under any agreement to which Recipient is a party or require consent from any third party.

5. Recipient holds all necessary licenses, permits, and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in the City of Jacksonville.

6. Recipient has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

7. Recipient is not in default under any agreement with City, and Recipient has satisfied all conditions imposed by any governmental authority in connection with the Project..

8. Recipient warrants and represents that any additional reports, audits, or information submitted to the City for the purposes of receipt of the Grant Funds or as may otherwise be required pursuant to this Agreement, the ARP Act, or the Appropriation Ordinance, is true, accurate and correct as to the information contained therein.

B. The employment by Recipient of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and

City may unilaterally cancel this Agreement upon thirty (30) days' prior written notice of such cancellation. In accordance with Chapter 2020-149, Laws of Florida, Recipient confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and Recipient, including any of its subcontractors, has registered accordingly with the E-Verify platform. Recipient acknowledges that any violation with the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

C. If Recipient has a religious affiliation, Recipient acknowledges, represents and warrants that all Grant Funds are ineligible to be used for religious purposes, and shall only be disbursed to cover eligible expenses or offset lost revenues in accordance with the ARP Act. Any community programming funded by the Grant Funds shall not discriminate among recipients based upon religion.

XII. INDEMNIFICATION

See **Exhibit B** attached hereto and incorporated herein for the indemnification obligations of Recipient.

XIII. BREACH /TERMINATION

- A. If Recipient breaches any term of this Agreement, including the duty to implement and complete the Project within the time specified, and fails to correct the breach within fifteen (15) business days from receipt of written notice of the breach, the City may terminate the whole or any part of this Agreement or exercise any other rights it may have at law or in equity, including but not limited to, repayment in full of the Grant Funds and specific performance of Project completion.
- B. Termination of this Agreement shall be upon no less than 24 hours' written notice if the breach has not been corrected within fifteen (15) business days after notice of the breach. The notices shall be delivered by certified mail, return receipt requested, or by hand delivery with a written receipt.
- C. Upon receipt of a notice of termination, except as otherwise directed, Recipient shall:
 - 1. Cease implementing the Project under this Agreement on the date and to the extent specified in the notice of termination.
 - 2. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report, for the Project.
- D. All remedies of whatever nature and for whatever cause provided for in this Agreement are not exclusive but are cumulative and supplemental to all remedies available to City at law or in equity.

XIV. SURVIVAL

Any term, condition, covenant, or obligation which requires performance by a Party subsequent to termination or expiration of this Agreement shall remain enforceable against such Party subsequent to such termination or expiration.

XV. ENTIRE AGREEMENT; COUNTERPARTS

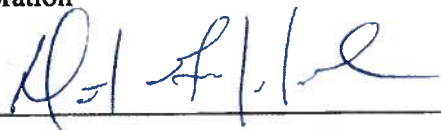
This Agreement contains the entire agreement between the parties with respect to the receipt and expenditure of the Grant Funds. Any amendment to this Agreement must be in writing and duly executed by the parties hereto. This Agreement may be signed electronically and in counterparts, including by electronic signature, the counterparts and signatures of which, when taken together, shall constitute but one Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

RECIPIENT

LIFT JAX, INC., a Florida not-for-profit corporation

By:  _____

Print Name: David Garfunkel

Title: President

[City of Jacksonville signatures follow on next page.]

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

ATTEST:

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



By: [Signature]
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Encumbrance and funding information for internal City use:

Amount.....\$3,000,000.00

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Agreement.

[Signature]
Director of Finance
City Contract # 71917-22
Purchase Order # POA-71917-22

FORM APPROVED:

By: [Signature]
Office of General Counsel

GC-#1461910-v8-Lift_Jax_ARP_Grant_Agreement_(2021-516-E).docx

EXHIBIT A

City Grant Proposal Term Sheet

[To immediately follow this page – 2021-516-E Revised Exhibit 2]

EXHIBIT B

Indemnification

Recipient and its subsidiaries (“Indemnifying Party(ies)”) shall hold harmless, indemnify, and defend the City of Jacksonville and City’s members, officers, officials, employees and agents (collectively, the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties’ performance of the Agreement, operations, Project or work performed hereunder; and

2. Environmental Liability, to the extent this Agreement contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operations, Project or other activities performed in connection with the Agreement; and

3. Intellectual Property Liability, to the extent this Agreement contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Project, any product generated by the Project, or any part of the Project as contemplated in this Agreement, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Project, any products generated by the Project, or any part of the Project, are held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties a license, authorizing the continued use of the disputed part of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the disputed Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the Indemnified Parties so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Agreement, the Indemnifying Party will: (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Contract Purchase Agreement POA-71917-22



Agreement	POA-71917-22
Agreement Date	15-JUL-2022
Revision	0
Agreement Amount	3,000,000.00 USD
Ordinance Number	Ordinance 2021-516-E


Sold To **City of Jacksonville**
 117 West Duval Street
 Suite 375
 JACKSONVILLE, FL 32202
 US

Supplier **LIFT JAX, Inc.**
 40 East Adams Street #200
 JACKSONVILLE, FLORIDA 32202

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
34093	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Contact To		
20-Jun-2022	22-Sep-2023	Carmella Spittler CSpittler@coj.net		

DRAFT

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division 
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ADMINISTRATIVE AWARD

BID NO: POA-71917-22

DESCRIPTION OF GOODS/SERVICES Recommend approval of award to LiftJax Inc. to support the revitalization of Eastside Apartments by providing economic relief and assistance by transforming the apartments to ensure sure high-quality and affordable housing due to the hardship brought by the COVID pandemic. Period of service will be from June 21, 2022 through September 30, 2023. The total not-to-exceed cost is \$3,000,000.00.

FUNDING SOURCE: 11415.191022.582001.010349.00000000.00000.0000000 To be executed by formal contract through Office of General Counsel.

FOR AGENCY/DEPARTMENT: Housing and Community Development Division

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A

NUMBER FIRMS BIDDING: N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
Ordinance 2021-516-E Per Procurement Code 126.107 (g)

RECOMMEND AWARD TO: LiftJax Inc.

CONCURRENCE BY: Tom Daly, Chief of Housing and Community Development Division

PRICE: \$3,000,000.00

TERMS: N/A

Michelle Spitzer
Buyer

Marilyn Raut
Asst Manager of Purchasing Svcs

July 20, 2022

7/20/22
Date

Date

APPROVAL:

Gregory Pease
Gregory Pease, Chief, Procurement Division

7/26/22
Date

LIFT JAX – EASTSIDE AFFORDABLE HOUSING DEVELOPMENT

FY 2021-2022 City Grant Proposal Term Sheet

Grant Recipient: LIFT JAX, INC. (“Recipient” or “LIFT JAX”)

Program Name: Eastside Affordable Housing Development (the “Program”)

City Funding Request: \$3,000,000.00

Contract/Grant Term: October 1, 2021– September 30, 2023

Any substantial change to this FY 2021-2022 City Grant Proposal Term Sheet (the “Term Sheet”) will require City Council approval.

PROGRAM OVERVIEW:

LIFT JAX is an initiative of business and community leaders working to eradicate generational poverty in Jacksonville. LIFT JAX is supporting the revitalization of the Eastside by implementing the Purpose Built Communities model, comprised of four pillars: (1) housing; (2) education; (3) community wellness; and (4) financial vitality. This approach supports the sustainability of the Eastside, benefitting Eastside residents, maximizing positive impact of downtown investments, and reducing homelessness by providing more housing.

The COVID-19 pandemic has exacerbated a challenging situation in the Eastside. The crisis has had devastating effects on the economic wellbeing of Eastside residents, many of whom were already living in precarious financial situations. COVID-19 has negatively impacted low-income communities like the Eastside, increasing unemployment, furthering the wealth divide, and increasing housing insecurity.

The Eastside has an acute need for high-quality, affordable housing. Nearly 30% of single-family homes are vacant due to disrepair, and there are more than 600 vacant lots in the neighborhood. The Eastside is also challenged with the three blighted, multifamily apartments. Property inspections of those apartments have consistently revealed sub-standard living conditions, including missing smoke detectors, broken appliances, mold, and rodent infestations. Beyond the living conditions, the apartments are a hotspot for activity that attracts the time and resources of the Jacksonville Sheriff’s Office.

LIFT JAX’s Eastside Affordable Housing Development Program seeks to stabilize families and elevate quality-of-life for low-income residents. Research has shown that access to high-quality housing is a key for reducing disparities, increasing economic mobility and building wealth, and ultimately shifting the trajectory for low-income families. Ensuring access to high-quality housing not only supports families during this time of acute economic hardship due to COVID-19, but it also sets a stronger foundation for a more resilient future. The three objectives of the Program are to: (1) transform blighted apartments; (2) conduct light rehabilitation and weatherization on owner-occupied homes; and (3) build new, high-quality affordable housing for sale. The specific funding request to the City of Jacksonville in FY 2021-2022 is intended to cover capital expenses associated with transforming the blighted apartments (i.e., Objective 1).

PROGRAM SCOPE OF WORK AND DELIVERABLES:

The Program will offer the following activities, organized here by the three objectives listed above.

- Objective 1 – Transform blighted apartments: acquire blighted apartments and replace them with at least 100 units of quality housing for families. Activities will include: supporting current residents by providing a case manager to address hardships stemming from the COVID-19 pandemic, safely relocating residents, financing the acquisition and construction of the new building with a mix of sources, partnering with a local developer to transform the building into at least 100 high-quality housing units, and supporting former residents to relocate to the new housing as appropriate.

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- Objective 2 – Conduct light rehabilitation and weatherization on owner-occupied homes: by the end of 2022, conduct repairs on at least 35 homes. Activities will include: establishing a Historic Eastside Construction Committee, contracting with local organizations to lead case management, and providing meaningful repairs (e.g., re-roofing, windows, doors) to at least 35 eligible homes. This is a particularly acute need due to increased materials prices resulting from the COVID-19 pandemic.
- Objective 3 – Build new, high-quality affordable housing for sale: by the end of 2022, partner with reputable local organizations and developers to build at least 20 new homes in the neighborhood. Activities will include: formalizing partnerships with reputable local organizations and developers, finalizing program design to support new homeowners, identifying individuals and families interested in moving to the Eastside (with a specific focus on legacy residents), and capturing stories of impact. Beyond adding housing, this objective creates a pathway for families to build wealth and resilience.

PROGRAM COSTS/PAYMENT TERMS:

The total cost to operate the Program and deliver on the objectives described above is \$6,004,242.00. This cost refers specifically to grant dollars; when accounting for non-grant dollars that will be accessed as part of the underwriting process (e.g., housing tax credits), the total investment from this Program is expected to exceed \$20 million. LIFT JAX respectfully submits this funding request for \$3,000,000 to the City of Jacksonville in FY 2021-2022 to cover capital expenses associated with transforming the blighted apartments. Other representative funders for this Program include: Florida Blue, Jessie Ball duPont Fund, Community Foundation for Northeast Florida, Bank of America, VyStar Credit Union, Jacksonville Jaguars, and Wells Fargo.

PROGRAM IMPACT & REPORTING:

LIFT JAX is committed to attaining and measuring the objectives described above. LIFT JAX counts on experienced, reputable partners to support the delivery of its priorities. For each priority listed above, LIFT JAX has identified partners that are committed to the work. LIFT JAX's expert Board of Directors is engaged in design and oversight of all strategies within the Program. For monitoring and evaluation, all priorities described above are tangible and measurable and LIFT JAX is committed to measuring and reporting back on progress.

While LIFT JAX is new to Jacksonville, the Purpose Built Communities model is a proven approach to community revitalization. The nationally recognized model is based on the successful holistic revitalization of Atlanta's East Lake neighborhood. The Purpose Built Communities organization has been established to provide advisory services, free of charge, to communities like Jacksonville that wish to implement the model with fidelity. Jacksonville benefits from this infrastructure and is on the path to becoming an official Purpose Built Communities network member.

LIFT JAX anticipates residents will be served both directly and indirectly through the Program. In terms of direct impact, LIFT JAX estimates the following impact for the three objectives listed above:

- Objective 1 – Services for 200 current residents and high-quality housing for at least 250 individuals (including many current residents) that will live in the new apartments
- Objective 2 – Assuming an average of four people per home, at least 140 people will benefit directly from the home repair program
- Objective 3 – Assuming an average of four people per home, at least 80 people will benefit directly from the new housing.

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In terms of indirect impact, all of LIFT JAX's investments are intended to shift the trajectory of the neighborhood as a whole. In those indirect terms, more than 4,000 people – including 1,500 children – live in the Eastside neighborhood and would benefit indirectly from these investments.

ADDITIONAL GRANT REQUIREMENTS AND CONDITIONS:

Recipient's expenditure of City funds for the Program and the provision of services shall be subject to Chapter 118, Parts 1 – 5 of the *Jacksonville Ordinance Code*, and the terms and conditions of any contract entered into between the City and Recipient, the applicable provisions of the American Rescue Plan Act of 2021 and the City Ordinance appropriating funds for the Program and services. Recipient shall use the City funds for the Program in accordance with the City Council approved Term Sheet. The City's Chief of Housing and Community Development may amend this Term Sheet or 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.