

RESOLUTION NO. 2024-JHA-1

A RESOLUTION OF THE JACKSONVILLE HOUSING AUTHORITY ESTABLISHING THE AUTHORITY'S APPROVAL TO ENTER INTO A PROJECT CONTRIBUTION AGREEMENT WITH LIFT JAX, INC. IN CONNECTION WITH ACCEPTING THE CONTRIBUTION OF GRANT FUNDS FOR ACQUISITION AND RENOVATION COSTS OF FRANKLIN ARMS APARTMENTS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about November 15, 2023, JHA Franklin Arms LLC (the "LLC") acquired certain multifamily residential rental property known as Franklin Arms Apartments (the "Project"); and

WHEREAS, LIFT JAX, Inc. ("LIFT JAX"), a not for profit corporation that seeks to preserve affordable housing in the Historic Eastside community, has agreed to contribute \$1,500,000 in grant funds to assist the LLC with acquisition expenses and renovation of the Project (the "Contribution"); and

WHEREAS, in consideration of its acceptance of the Contribution, the LLC has agreed to provide a Project consulting role to LIFT JAX, any such consulting services to be provided by LIFT JAX at no cost to the LLC or Authority, and to keep LIFT JAX meaningfully informed as to the operation of the Project; and

WHEREAS, the Authority has deemed it to be in its best interests for the LLC to enter into a Project Contribution Agreement with LIFT JAX in substantially the form attached hereto as "Exhibit A" (the "Agreement") memorializing these terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE JACKSONVILLE HOUSING AUTHORITY THAT:

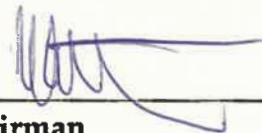
SECTION 1. AUTHORITY. This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Florida Constitution, Chapter 421, Florida Statutes, and other applicable provisions of law.

SECTION 2. APPROVAL. The Authority hereby approves and authorizes Dwayne Alexander, President and CEO of Jacksonville Housing Authority, to enter into the Agreement in substantially the same form as is attached hereto as "Exhibit A," and to execute such ancillary and related documents as may be necessary to accept the Contribution from Lift Jax.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE JACKSONVILLE HOUSING AUTHORITY, THIS __ DAY OF JANUARY, 2024.

JACKSONVILLE HOUSING AUTHORITY

By:  Jan. 16, 2024
Chairman


Approved by Office of General Counsel

PROJECT CONTRIBUTION AGREEMENT

THIS PROJECT CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 29 day of January, 2024 (the "Effective Date"), between JHA FRANKLIN ARMS, LLC, a Florida limited liability company ("JHA") and LIFT JAX, Inc., a Florida not-for-profit corporation ("LIFT JAX"). JHA and LIFT JAX are sometimes referred to collectively herein as the "parties" and each, separately, as a "party" as the context may require.

WHEREAS, on or about November 15, 2023, JHA acquired certain multifamily residential rental property known as Downtown East Apartments, a/k/a Franklin Arms Apartments, and located at 888 Franklin Street, Jacksonville, Florida 32206 (the "Project"); and

WHEREAS, JACKSONVILLE HOUSING AUTHORITY, a public body corporate and politic established by Chapter 421, Florida Statutes, and Chapter 51A, Jacksonville Ordinance Code (the "Authority") is the sole member of JHA; and

WHEREAS, the primary public purpose of the Authority is to provide low income housing opportunities to qualifying residents of the City of Jacksonville, Florida; and

WHEREAS, JHA and LIFT JAX have shared goals to preserve affordable housing in the Historic Eastside community and to improve conditions at the Project to provide quality housing for residents and contribute to the revitalization of the neighborhood; and

WHEREAS, in support of the shared goals of the parties, LIFT JAX has agreed to contribute One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) (the "Contribution") to assist JHA with the expenses of acquisition and renovation of the Project; and

WHEREAS, the parties acknowledge the LIFT JAX obtained the Contribution funds from the City of Jacksonville ("City") pursuant to that American Rescue Plan Act Grant Agreement dated June 21, 2022 ("Grant Agreement"), by and between City and LIFT JAX; and

WHEREAS, in recognition of the Contribution by LIFT JAX and the shared goals of the parties, JHA has agreed on an ongoing basis to provide meaningful information to LIFT JAX as to the management and operations of the Project and to solicit the counsel and input of LIFT JAX on Project matters as detailed herein; and

WHEREAS, the parties desire to enter into this Agreement in furtherance of their understandings and agreements and to memorialize the full and complete agreement between the Parties with respect to the Contribution.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Effective Date and Term. This Agreement shall take effect on the date first above written and shall continue through December 31, 2033.

3. Payment of Contribution. LIFT JAX will disburse the Contribution in lump sum to JHA by wire transfer in immediately available United States Funds no later than close of business on January 31, 2024.

4. LIFT JAX Project Role. During the term of this Agreement JHA shall keep LIFT JAX meaningfully informed regarding the operation and management of the Project and shall collaborate and consult with LIFT JAX by (i) conducting regular meetings with LIFT JAX leadership, and other Eastside community partners as may be recommended by LIFT JAX, on Project matters relating to (a) the income mix at the Project, (b) property management, (c) capital investment plan, (d) Project name, (e) future development at the Project, and (f) services to benefit residents; and (ii) providing LIFT JAX with written progress and operational reports and information on a no less than quarterly basis. Within the initial two (2) years of this Agreement the parties agree to meet no less than quarterly and thereafter the parties shall conduct such meetings as may be mutually agreed upon. As contemplated herein the consulting services shall be provided by LIFT JAX at no charge to JHA.

5. LIFT JAX Representations and Warranties. LIFT JAX represents and warrants that the Contribution does not, and will not, confer any equity or other financial interest in the Project for the benefit of LIFT JAX, its directors, employees, subsidiaries or affiliates. The Contribution is given solely in furtherance of the mission and objectives of LIFT JAX and in compliance with the terms of the Grant Agreement.

6. Public Records. LIFT JAX acknowledges JHA is subject to Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to this Agreement.

7. Compliance with Laws. LIFT JAX and JHA agree to comply, and be in compliance at all times, with all applicable federal, state and municipal laws related to the Grant Agreement and this Agreement.

8. Notices. If any formal notices are permitted or required in this Agreement, then such formal notices shall be in writing and shall be duly delivered and given when personally served or mailed postage prepaid by certified mail to the person at the address designated below. Notice shall be deemed given on the date of personal delivery or mailing. A party may change its address as designated herein by giving notice thereof as provided herein.

If to JHA: JHA Franklin Arms, LLC
 1300 N. Broad Street
 Jacksonville, Florida 32202
 Attn: Dwayne Alexander, Manager

With Copy To: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Government Operations Dept.

If to LIFT JAX: Lift Jax, Inc.
40 E. Adams St., Ste. 350
Jacksonville, FL 32202
Attn: David Garfunkel, President

9. Relationship of the Parties; No Third Party Beneficiaries. Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties. This Agreement is entered into solely for the benefit of the parties and shall not be construed as a benefit to any third parties, nor shall it be construed as enforceable by any third parties including but not limited to the general public.

10. Governing Law & Venue. This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be solely in Duval County, Florida.

11. Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by JHA and LIFT JAX expressly for that purpose.

12. Counterparts; Facsimile Signatures. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be acceptable as evidence of execution of this Agreement, without the need for sending or receiving the original, executed, document. Facsimile signatures shall bind the parties.

13. Board Approval Contingency. JHA's performances of its obligations under this Agreement are subject to and contingent upon JHA obtaining approval of the transaction by the Authority's Board of Commissioners. In the event JHA does not obtain such approval, then JHA shall have the right to terminate this Agreement by written notice to LIFT JAX, and thereafter, the parties shall have no further liability to each other.

[Signatures on the following pages]

SIGNATURE PAGE FOR CONTRIBUTION AGREEMENT

JHA:

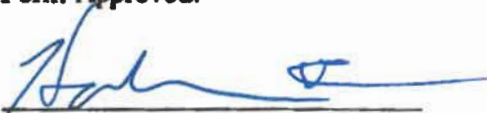
JHA FRANKLIN ARMS, LLC, a Florida limited liability company

By: 

Name: Dwayne Alexander

Its: Manager

Form Approved:



Office of General Counsel


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[Signatures continue on the following page]

SIGNATURE PAGE FOR CONTRIBUTION AGREEMENT

LIFT JAX:

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

By: 

Name: David Gorfunkel

Title: President's CEO