

RESOLUTION KSC/CRA-2022-01

A RESOLUTION OF THE KINGSOUTEL CROSSING COMMUNITY REDEVELOPMENT AGENCY (“KSC/CRA”) FINDING THAT THE PRITCHARD HOSPITALITY PROJECT COMPLIES WITH AND FURTHERS THE KSC/CRA COMMUNITY REDEVELOPMENT PLAN; APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF JACKSONVILLE (“CITY”) AND PRITCHARD HOSPITALITY, LLC (“AGREEMENT”) THAT AUTHORIZES KSC/CRA TAX INCREMENT FUNDS NOT TO EXCEED \$290,000 WHICH INCLUDES A RECAPTURE ENHANCED VALUE GRANT (“REV GRANT”); AUTHORIZING THE MAYOR, OR HIS OR HER DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE AND DELIVER ALL CONTRACTS; AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE OFFICE OF ECONOMIC DEVELOPMENT (“OED”); PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A DEADLINE FOR THE COMPANY TO EXECUTE THE AGREEMENT; REQUESTING A WAIVER BY THE CITY COUNCIL OF THAT PORTION OF THE PUBLIC INVESTMENT POLICY ADOPTED BY ORDINANCE 2016-382-E THAT WOULD REQUIRE THE COMPANY TO BE A TARGETED INDUSTRY AND FOR WAGES TO BE GREATER THAN OR EQUAL TO 100 PERCENT OF THE STATE OF FLORIDA AVERAGE WAGE IN ORDER TO RECEIVE A REV GRANT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pritchard Hospitality, LLC, proposes to develop a 1.8-acre site located at 4142 Perimeter Industrial Parkway West for the purpose of constructing an 82-room mid-rise motel with estimated project costs of \$13,300,000, branded as Tru by Hilton Worldwide and will

create 10 new full-time jobs as described in the Project Summary attached hereto as **Exhibit A**; and

WHEREAS, on January 27, 2022, the KSC/CRA Advisory Board unanimously approved the Pritchard Hospitality project recommending the Agency Board consider allocating an amount not to exceed \$290,000 in the form of a REV Grant to the project; now, therefore,

BE IT RESOLVED, by the Board:

Section 1. Findings. The Board finds that the development of the Prichard Hospitality project, as described in the Project Summary, attached hereto as **Exhibit A**, is in compliance with, and furthers the purposes and objectives of the KSC/CRA Redevelopment Plan as stated below:

KingSoutel Crossing Redevelopment Plan page IV-6:

Project Name – Project Opportunity Sites I and J

Based on detailed market analysis, market potentials appear sufficiently strong for an 80-room limited service hotel at a location along Interstate 295 within the CRA.

Potential site(s) should provide visibility and immediate access to/from I-295 with direct highway frontage and signage.

Site I is ideal for a hotel and two restaurant sites. Approximately 6.15 acres east of I-295 zoned PUD (hotel permitted) no apparent wetlands, frontage along Pritchard, interstate visibility, Prichard District, 4-5 acres east of I-295, vacant commercial, allows hotel (Jones Creek PUD) off ramps.

Section 2. Economic Development Agreement (“EDA”) and REV Grant Approved. There is hereby approved, and the Mayor and Corporation Secretary are authorized to enter into an EDA between the City and the Company, substantially in the form as attached hereto as **Exhibit B**, (with such “technical” changes as herein authorized), for the purpose of implementing the recommendations of the OED, as are further described in the Project Summary attached hereto as **Exhibit A**. A five-year, fifty percent (50%) REV Grant in an amount not to exceed \$290,000, which will implement the Prichard Hospitality project, is included in the Agreement.

Section 3. Future Appropriation. The REV Grant funding authorized herein will be made available by future appropriation by the City Council and approval by the KSC/CRA during the annual budget process over the applicable five-year period.

Section 4. Further Authorizations. Pursuant to Section 500.116, *Ordinance Code*, the Mayor, or his designee, and the Corporation Secretary, are hereby authorized to execute the Agreement and deliver all contracts and documents and otherwise take all necessary action in connection therewith and herewith. The Executive Director of the OED, as contract administrator, is authorized to negotiate and execute all necessary changes and amendments to the Agreement and other contracts and documents, to effectuate the purposes of this Resolution, without further Council action, provided such changes and amendments are limited to amendments that are technical in nature (as described in Section 5 hereof), and further provided that all such amendments shall be subject to appropriate legal review and approval by the General Counsel, or his or her designee, and all other appropriate official action required by law.

Section 5. Approval of Technical Amendments. The Agreement may include such additions, deletions and changes as may be reasonable, necessary and incidental for carrying out the purposes thereof, as may be acceptable to the Mayor, or his designee, with such inclusion and acceptance being evidenced by execution of the Agreement by the Mayor or his designee. No modification to the Agreement may increase the financial obligations or the liability to the City and any such modification shall be technical only and shall be subject to appropriate legal review and approval of the General Counsel, or his or her designee, and all other appropriate action required by law. "Technical" is herein defined as including, but not limited to, changes in legal descriptions and surveys, descriptions of infrastructure improvements and/or any road project, ingress and egress, easements and rights of way, performance schedules (provided that no performance schedule may be extended for more than one year without City Council approval) design standards, access and site plan, which have no financial impact.

Section 6. Oversight Department. The OED shall oversee the project described herein.


Section 7. Deadline for Execution of the Agreement. If the Agreement approved by this Resolution has not been signed by the Company within ninety (90) days after the OED delivers or mails the unexecuted Agreement to the Company for execution, then the City Council approval of the Project and authorization for the Mayor to execute the Agreement is automatically revoked, provided however, that the Executive Director of the OED shall have the authority to extend such ninety (90) day period in writing at his discretion for up to an additional ninety (90) days.

Section 8. Request for Waiver of the Public Investment Policy Requiring the Company be in a Targeted Industry Category and Minimum Wage Requirements for New Jobs. The REV Grant authorized herein requires a waiver by the City Council, and the Board requests that the Council waive the following requirements of the Public Investment Policy adopted by City Council Ordinance 2016-382-E, as amended: the requirements that the Company be in a Targeted Industry Category and that the wages be greater than or equal to 100 percent of the State of Florida average wage, as determined by the Florida Department of Economic Opportunity. The reason for this waiver request is that the overall Prichard Hospitality project will cause an estimated \$13,300,000 in private capital investment and furthers the goals and objectives of the KSC/CRA Redevelopment Plan, as aforementioned.

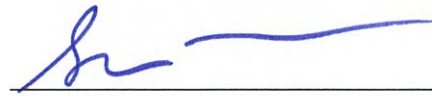
Section 9. This Resolution shall become effective upon a majority vote of the KSC/CRA and upon execution by the Chair.

WITNESS:

**KINGSOUTEL CROSSING
COMMUNITY REDEVELOPMENT AGENCY**



Signature



Samuel Newby, Chairman



Print

Date signed: 2/08/22

VOTE: In Favor: 15 Opposed: 0 Abstained: 0

FORM APPROVAL:

A handwritten signature in blue ink, appearing to read "Susan C. Maxwell". The signature is written in a cursive style with a large initial "S".

Office of General Counsel

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ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

PROJECT SUMMARY
PRITCHARD HOSPITALITY, LLC
4142 Perimeter Industrial Parkway, W
Jacksonville, FL 32219

Entity:

Pritchard Hospitality, LLC, a Florida Limited Liability Company, 76071 Sidney Place, Yulee, FL 32097. The registered agent and developer is Amit Patel.

Background:

Pritchard Hospitality purchased the 1.8-acre undeveloped site located at 4142 Perimeter Industrial Parkway, W on March 27, 2020, for the purpose of developing an 82-room mid-rise motel. The motel brand chosen was Tru by Hilton Worldwide. Shortly after purchasing the property the Covid-19 outbreak occurred delaying the construction of the motel. Due to the severity and length of time the Covid restrictions were in effect the cost of materials escalated significantly along with the scarcity of labor endangering development of the project. The site is located within the KingSoutel Crossing Community Redevelopment Area (CRA).

If completed the project will result in the creation of 10 full time equivalent jobs and add 82 new motel rooms at the intersection of I-295 and Pritchard Road within the CRA. The motel rooms will be available to the public at market rate. The development cost of the project is estimated to be \$13,330,000. Presently there are no hotel/motel units within this development area to serve the businesses within this expanding commercial corridor.

When acquired in March 2020 the estimated construction cost to develop the project was \$11,370,000. However, since the Covid-19 pandemic outbreak hard construction bids increased \$1,960,000 (17%) up to \$13,330,000. The project cost increases has affected the marketability of the project resulting in the need to increase the daily rates for the motel rooms when completed. That factor coupled with credit tightening and ever-changing lending requirements have negatively affected the financial viability of the project.

The developer has requested REV Grant assistance from the CRA lowering the ad valorem property taxes generated by the project within the first five years until the project reaches stabilization. The proposed motel will be the first new motel developed within the CRA. Typically, it takes three to five years for similar types of projects to reach breakeven and become profitable.

Project Rationale & Benefits:

The City of Jacksonville desires to promote growth and revitalization within the KingSoutel Crossing Community Redevelopment Area (CRA). The proposed Pritchard Road Tru by Hilton motel will introduce a new lodging option within the Pritchard Road commercial corridor and increase the commercial tax base.

City of Jacksonville Funding	Theotokos Holdings, LLC	Project Goals
REV Grant 50% for 5 years, maximum grant \$290,000.	The Developer proposes to invest \$13,330,000 including mortgage financing totaling \$10,663,000 and up to \$2,667,000 cash equity. Project will create ten (10) new full-time equivalent hospitality industry jobs.	Introduce a new lodging development within the KingSoutel Crossing CRA generating 82 new motel rooms to support the Pritchard Road commercial corridor. The project will result in generating new ad valorem taxes to support the ever-changing infrastructure needs of this Community Redevelopment Area.

Project will generate a positive return on investment for the City of Jacksonville.

A REV grant up to \$290,000 is recommended for consideration. The REV Grant will be calculated to be equal to fifty (50%) percent of the incremental increase in ad valorem taxes over base year taxes. The term will be for five (5) years. Payment of the REV Grant is subject to documentation of a minimum private capital investment of \$10 million and the target capital investment is \$12.5 million. In the event the overall private capital investment is less than \$12.5 million the REV Grant will be proportionally reduced by the percentage less than the targeted investment of \$12.5 million. If the overall investment falls below \$10 million, the grant will be terminated.

The proposed project is a branded hotel/motel to be developed within the KingSoutel Crossing Community Redevelopment Area (CRA) in accordance with the development goals outlined in the Community Redevelopment Plan along I-295 within Northwest Jacksonville.

A waiver of the City of Jacksonville Public Investment Policy is required as the project is not a target industry and the wages for the 10 jobs to be created do not average or exceed the State of Florida average wage.

Economic Development Agreement

between

The City of Jacksonville

and

Pritchard Hospitality, LLC

Economic Development Agreement

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- Exhibit A - Description of the Project Parcel
- Exhibit B – JSEB Reporting Form
- Exhibit C - Improvements
- Exhibit D - Annual Survey
- Exhibit E – Job Report

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2022 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”) and **PRITCHARD HOSPITALITY, LLC**, a Florida limited liability company (the “Company”).

Article 1. PRELIMINARY STATEMENTS

1.1 The Project.

The Company has purchased a 1.8 acre site located at 4142 Perimeter Industrial Parkway, Jacksonville, Florida as more particularly described on **Exhibit A** attached hereto (the “Project Parcel”), on which the Company intends to construct an 82-room mid-rise motel. The creation of New Jobs pursuant to Section 3.1 hereof, the construction of the motel as set forth on **Exhibit C** attached hereto 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 Capital Investment of \$13,300,000 by the Company.

1.2 Authority.

The City Council has authorized execution of this Agreement pursuant to City Resolution 2022-____-A (the “Resolution”).

1.3 City Determination.

The City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:

- (a) create 10 New Jobs (defined below) with an average annual salary of \$38,000;
- (b) generate significant new ad valorem taxes, including significant new tax revenues for the public school system;
- (c) help meet the overall community goal of business development and growth in Jacksonville;
- (d) create induced and indirect job effects which will have a positive impact on local small businesses; and
- (e) promote and encourage private Capital Investment of \$13,300,000.

1.4 Jacksonville Small and Emerging Business Program.

As more fully described in City Ordinance 2004-602-E, the City has determined that it is important to the economic health of the community that whenever a company receives incentives from the City, that company provides contracting opportunities to the maximum extent possible to small and emerging businesses in Duval County as described in Section 7.1.

1.5 **Coordination by City.**

The City hereby designates the Economic Development Officer of the OED or his or her designee to be the Project Coordinator who will, on behalf of the City, coordinate with the Company and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of the Company to coordinate all project related activities and all matters under this Agreement with the designated Project Coordinator, unless otherwise stated herein. Notwithstanding the foregoing or any other statements herein to the contrary, the OED is an office of the City and has no separate liability under this Agreement.

1.6 **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 TWO HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$290,000.00).

1.7 **Availability of Funds.**

The City's obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the Project and this Agreement.

**Article 2.
DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning set opposite each:

2.1 **Base Year.**

The base year for purposes of this Agreement shall be the 2022 tax year.

2.2 **Capital Investment.**

Money invested by a company to purchase items that may normally be capitalized by a company in the normal conduct of its business.

2.3 **City Council.**

The body politic, as the same shall be from time to time constituted, charged with the duty of governing the City.

2.4 **Eligible Remote Employee.**

An employee who performs regular work duties outside of the Project Parcel, typically from home or via telecommuting, provided that both of the following conditions were met during the applicable calendar year: (i) the employee filling the New Job resided within the geographical borders of the Metropolitan Statistical Area, and (ii) such New Job was based, but not necessarily located, at the Project Parcel.

2.5 **Full-Time Equivalent Job.**

A job, or combination of jobs, in which the employee (including, without limitation, any Eligible Remote Employee), or combination of employees, works for the Company at least 35 hours per week.

2.6 **Improvements.**

All of the improvements that are incorporated into the Project on the Project Parcel, as described on **Exhibit C** attached hereto. The Improvements include the construction of an 82-room motel on the Project Parcel by or on behalf of the Company.

2.7 **New Jobs.**

Permanent Jobs new to the City and the State with an average annual salary of \$38,000.

2.8 **OED.**

The Office of Economic Development and any successor to its duties and authority.

2.9 **Permanent Jobs.**

Full-Time Equivalent Jobs created by the Company at the Project Parcel (or, with respect to any Eligible Remote Employee, based at the Project Parcel) to be created no later than as set forth in Section 3.1 hereof.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement.

**Article 3.
APPROVALS; PERFORMANCE SCHEDULES**

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 (herein called the "Performance Schedule"):

Job Creation Schedule		
Year	Jobs Created	Date Created By
1	<u>10</u>	12/31/24
Total	10	

Commencement of construction shall be no later than June 1, 2022.

Completion of construction shall be no later than December 31, 2023.

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.

3.2 Approval of Agreement.

By the execution hereof, the parties certify as follows:

- (a) Company certifies that
 - (i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating the particular Company entity;
 - (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon the Company and enforceable against it in accordance with its terms;
 - (iii) the person or persons executing this Agreement on behalf of the Company are duly authorized and fully empowered to execute the same for and on behalf of the Company;
 - (iv) the Company and each entity composing the Company is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida; and
 - (v) the Company, its business operations, and each person or entity composing the Company are in compliance with all federal, state and local laws.
- (b) The City certifies that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

**Article 4.
REV GRANT**

4.1 Recapture Enhanced Value Program; Amount.

The City shall make a Recapture Enhanced Value grant ("REV Grant") to the Company, in a total amount not to exceed \$290,000, payable in annual installments beginning in the first year following the Company's purchase tangible personal property (machinery and equipment) at the Project Parcel and its inclusion on the City tax rolls at full assessed value (the "Initial Year") and ending 5 years thereafter, but not later than 2028 (the "Final Year"), payable in fiscal year 2029, all as more fully described below in this Article 4.

4.2 **Payments of REV Grant.**

The REV Grant shall be paid by the City to the Company by check, in annual installments determined in accordance with Section 4.3, due and payable on or before May 15 of each calendar year, commencing May 15 of the Initial Year and ending May 15 of the Final Year, or when the maximum amount of the REV Grant shall have been paid to the Company, whichever occurs first. The City shall have no liability for any REV Grant in excess of the amount stated in Section 4.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 4.3 shall not be subject to reduction or repayment.

4.3 **Determination of Annual Installments of REV Grant.**

The amount of each annual installment of the REV Grant shall be the sum which is equal to 50% of the "Annual Project Revenues" (as defined and determined in this Section 4.3) received by the City during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the purposes of this Agreement, "Annual Project Revenues" means the amount of all municipal and county ad valorem taxes, exclusive of any amount from any debt service millage or Business Improvement District ("BID") millage, actually paid by any taxpayer for that tax year (net of any discount pursuant to Section 197.162, Florida Statutes, or any successor provision, actually taken by the taxpayer) during such period with respect to all real property and tangible personal property comprising the Project, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project using the assessed value for the Base Year, which for the purpose of this Agreement shall be \$784,080 (subject to adjustment based on final certified value) exclusive of any debt service millage. The foregoing references to ad valorem taxes shall be deemed to include any other municipal or county taxes, or other municipal or county fees or charges in the nature of or in lieu of taxes, that may hereafter be levied or imposed on the Company with respect to real property and tangible personal property comprising the Project, in lieu of or in substitution for the aforesaid taxes and which are levied or imposed for general municipal or county purposes or shall be available for the City's general fund, but not including stormwater or garbage fees or assessments.

By April 1 of each calendar year, commencing April 1, Initial Year and ending April 1, Final Year, Company shall give written notice to the City of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending April 1, quantified by real property and tangible personal property amounts. If, by April 1 of any year, the Company has failed to give notice of taxes paid during the preceding twelve (12) month period, the Company shall not be eligible for a REV Grant payment for that year. Provided, however, that if the Company provides timely notice in future years, the Company shall be eligible for a REV Grant payment based on the Annual Projected Revenues in such future year's notice.

Except as provided below, within thirty (30) days of receipt of said notice, City shall provide Company with a calculation as to the annual REV Grant. If the Company does not give written notice to the City of its objection to the City's calculation within thirty (30) days after its receipt thereof, the City's calculation shall be considered acceptable. Except as provided below, the City shall make payment of the REV Grant by the later of May 15th of each calendar year or thirty (30) days after City's receipt of notification by the Company that it is in agreement with the City's annual calculation. In the event of a disagreement as to the calculation, the City shall make payment of the amount not in dispute and the parties shall negotiate in good faith any disputed amount.

The foregoing dates for the City to provide the REV Grant calculation and make the REV Grant payment shall be extended if on either of such dates the Company has a pending proceeding before the City Value Adjustment Board, Circuit Court, or otherwise that could change the amount of the Annual Project Revenues that Company was obligated to pay for that tax year and upon which the REV Grant payment would be based. In that event, the date that the City is required to provide the REV Grant calculation to Company shall be extended until 30 days after the date that Company notifies the City that any such proceeding has been finally resolved (including any appeals) and any adjustment to the Annual Project Revenues for that tax year has been made and paid. Such notice shall include (i) a copy of any final order or final judgment or other evidence of the resolution of such proceeding that sets forth any change to the assessed value of the Property upon which the Annual Project Revenues are based for that tax year, and (ii) the amount of the adjusted Annual Project Revenues paid by the Company.

4.4 **Further disclaimer.**

The REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 4. The City shall not be obligated to pay the REV Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the REV Grant or any installment thereof. The Company, or any person, firm or entity claiming by, through or under the Company, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof for the payment of the REV Grant or any installment of either.

Article 5. JOB RETENTION/CREATION

5.1 **Job Creation or Retention Activities.**

The Project will result in the creation of at least 10 New Jobs with an average annual salary of \$38,000 in accordance with the Performance Schedule.

An “employee” of Company means any person employed by Company, by any tenant of Company who is leasing property at the Project Parcel and performing work on behalf of the Company that the Company would otherwise perform itself (the “Tenants”), or by any employee leasing company (or other similar third-party employer) to fill a Permanent Job position made available by Company at the Project Parcel or, with respect to any Eligible Remote Employee, based at the Project Parcel. It is acknowledged and agreed that any of the New Jobs may be filled, in Company’s discretion, by persons employed by Company, the Tenants, or by persons employed by any employee leasing company selected by Company or the Tenants. The parties acknowledge and agree that it may be necessary for Company or the Tenants, or any such third-party employer to commence the recruitment, interviewing, consideration, selection and training of prospective employees to fill such New Jobs, or to hire employees, in sufficient time to commence its operations as soon as possible after completion of the Project. In the event that notwithstanding the City’s best efforts, the Company or its Tenants, or any such third-party employer found or finds it necessary to recruit, interview, consider, select or train any persons, or fill any New Jobs

to be created in the City as a result of this Agreement, before execution of this Agreement or the State Agreement, such New Jobs shall not be considered or deemed to lose their status as New Jobs created in the City as a result of the Project and such persons shall not be considered or deemed to lose their status as persons, or, in applicable cases, low and moderate income persons, to which such New Jobs have been made available or who hold such New Jobs.

Notwithstanding any provision in this Agreement to the contrary, the re-hiring of any person by the Company who was previously employed by the Company in Duval County, Florida, during any part of the twelve (12) month period immediately preceding the execution of this Agreement, shall not fulfill the conditions of or qualify as a Full-Time Equivalent Job, New Job, or Permanent Job. For the purposes of this section, the term "Company" shall include any parent, holding or subsidiary company of the Company, or any other business related by virtue of a merger, purchase, or acquisition by the Company.

The Company shall provide to the OED prior to March 1 of each year this Agreement is in effect the annual reporting forms in the format of, and containing at a minimum the information on, **Exhibit D** and **Exhibit E** attached hereto. The jobs requirement will be assessed annually by the OED for potential reimbursement purposes and to determine compliance with the Permanent Job maintenance requirement, commencing with calendar year 2025 and continuing through the Final Year.

Article 6. THE DEVELOPMENT

6.1 Scope of Development.

- (a) The Company shall construct or cause the construction of an approximately 82-room motel on the Project Parcel in substantial compliance with the times set forth in the Performance Schedule, all Improvements which the Company is obligated to purchase and install under the Performance Schedule and this Agreement.
- (b) The Company shall construct the Project in accordance with all applicable building and permitting codes.

6.2 Cost of Development.

Except as otherwise set forth in this Agreement, the Company shall pay the cost of purchasing and installing the tangible personal property (machinery and equipment) at no cost to the City.

6.3 Approval by Other Governmental Agencies.

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project and all Project Documents by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, the City does not guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City.

6.4 **Authority of OED to Monitor Compliance.**

During all periods of purchase and installation of the tangible personal property, the Economic Development Officer of the OED and the City's Director of Planning and Development shall have the authority to monitor compliance by the Company with the provisions of this Agreement and the Project Documents. Insofar as practicable, the OED shall coordinate such monitoring and supervising activity with those undertaken by the City so as to minimize duplicate activity. To that end, during the period of installation and with prior notice to the Company, representatives of the City shall have the right of access to the Project Parcel and to every structure on the Project Parcel during normal business hours.

6.5 **Timing of Completion.**

The purchase and installation of the tangible personal property (machinery and equipment) shall be completed substantially in accordance with the terms of this Agreement and the Performance Schedule.

6.6 **Construction and Operation Management.**

Except as otherwise expressly provided herein, the Company shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project, provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, and all applicable state and local laws, ordinances and regulations (including without limitation, applicable zoning, subdivision, building and fire codes). The Company's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

- (a) the construction and design of the Project, subject to the express terms and conditions of this Agreement;
- (b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively the "Vendors") on such terms and conditions as the Company deems appropriate; provided however, that to the extent that the City furnishes to the Company the names and identities of Jacksonville-based Vendors, including without limitation Jacksonville-based minority Vendors, and to the extent that Company has the need to enter into contracts with Vendors outside of persons employed by Company or companies affiliated with or controlled by Company or its principals, then Company agrees to include all such Jacksonville-based Vendors in the process established by Company for obtaining bids for any of the Improvements;
- (c) the negotiation and execution of contracts, agreements, easements and other documents with third parties, in form and substance satisfactory to Company; and
- (d) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as the Company deems appropriate.

**Article 7.
JSEB PROGRAM**

7.1 Jacksonville Small and Emerging Businesses (JSEB) Program.

The Company, in further recognition of and consideration for the public funds provided to assist the Company pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services ("Opportunity"). Therefore, the Company hereby agrees as follows:

- (a) The Company shall obtain from the City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall exercise good faith, in accordance with Municipal Ordinance Code Sections 126.608 et seq., to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of not less than \$58,000 which amount represents 20% of the City's maximum contribution to the Project with respect to the development activities or operations of the Project over the term of this Agreement.
- (b) The Company shall submit JSEB report(s) regarding the Company's actual use of City certified JSEBs on the Project upon completion of construction of the Improvements. The form of the report to be used for the purposes of this section is attached hereto as **Exhibit B** (the "JSEB REPORTING FORM").

**Article 8.
REPORTING; SITE VISITS**

8.1 Reporting.

On an annual basis, and prior to March 1 each year this Agreement is in effect, the Company shall submit reporting to the OED regarding all activities affecting the implementation of this Agreement, including a narrative summary of progress on the Project. Samples of the general form of this report is attached hereto as **Exhibit D** (the "Annual Survey") and **Exhibit E** (the "Job Report"); however the City reserves the right to request specific data that may vary from the form attached. Company shall also submit to the City its notice of ad valorem taxes paid as set forth in Section 4.3 hereof.

The Company's obligation to submit such report shall continue until the Company has complied with all of the terms of this Agreement concerning the Project and REV Grant.

Within thirty (30) days following the request of the City, the Company shall provide the City with additional information requested by the City.

8.2 Site Visits.

For so long as City has any payment obligations to Company pursuant to this Agreement, Company shall permit representatives from the City's OED and other designated City personnel, to monitor compliance by Company with the provisions of this Agreement. With prior notice to Company, representatives of City shall have the right to tour the Project and access Company's records and employees related to the Project and this Agreement, during normal business hours, provided, however, that Company shall have the right to have a representative of Company present during any such inspection.

Article 9.
DEFAULTS AND REMEDIES

9.1 General.

A default shall consist of the breach of any covenant, agreement, representation, provision, or warranty contained in (i) this Agreement (including, but not limited to, any failure to meet the reporting requirements described herein), (ii) the documents executed in connection with the Agreement and any other agreement between the City and the Company related to the Project, or (iii) any document provided to the City relating to the Project (collectively, the “Documents”). A default shall also exist if any event occurs or information becomes known which, in the reasonable judgment of the City, makes untrue, incorrect or misleading in any material respect any statement or information contained in any of the documents described in clauses (i) – (iii) above or causes such document to contain an untrue, incorrect or misleading statement of material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

If any such default or breach occurs under this Agreement, the City may refuse to pay any portion of the REV Grant and additionally, may at any time or from time to time proceed to protect and enforce all rights available to the City under this Agreement by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations, including, but not limited to, terminating this Agreement. The City shall not act upon a default until it has given the Company written notice of the default and fifteen (15) business days within which to cure the default; provided, however, that the City may withhold any portion of the REV Grant immediately upon the occurrence of a default and throughout any notice or cure period. However, if any default cannot reasonably be cured within the initial fifteen (15) business days, Company shall have a total of forty-five (45) days in which to cure such default, so long as Company has commenced and is diligently proceeding to cure such default within the initial fifteen (15) day period. Notwithstanding the foregoing, Company shall immediately and automatically be in default, and the City shall not be required to give Company any notice or opportunity to cure such default (and thus the City shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

- (a) The entry of a decree or order by a court having jurisdiction in the premises adjudging the Company or any guarantor (“Guarantor”) of Company’s obligations hereunder or under the Documents, a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or Guarantor under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of the Company or Guarantor or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days; and
- (b) The institution by Company or Guarantor of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a

receiver, liquidator, custodian, assignee, trustee or sequestrator (or other similar official) of the Company or Guarantor or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

9.2 **Specific Defaults.**

Additionally, for any of the specific events of default described in this Section 9.2 below, the parties agree that the City's damages recoverable from the Company shall include, but not be limited to, the following:

- (a) in the event reporting requirements are not met in the time period specified in Article 8 of this Agreement, the City will be entitled to withhold the annual installment of the REV Grant for any year during which any reporting requirements are not met.
- (b) in the event the Company fails to document at least 10 Permanent Jobs at an average wage of no less than \$38,000 for the length of the REV Grant, the City will be entitled to withhold the annual installment of the REV Grant for any year during which the 10 Permanent Jobs target is not met.
- (c) if, by December 31, 2023, the Company fails to invest or cause the investment of at least \$12,500,000 of private funding in the Project, the REV Grant will be proportionately reduced. If, by December 31, 2023, the Company fails to invest or cause the investment of at least \$10,000,000 of private funding in the Project, the REV Grant will be terminated and the Company will repay the City the entire amount of the REV Grant that has been previously paid to the Company, if any.

The maximum combined repayment due under this Section 9.2 shall not exceed the total amount of the REV Grant actually paid to the Company under this Agreement.

Article 10. GENERAL PROVISIONS

10.1 **Non-liability of City Officials.**

No member, official or employee of the City shall be personally liable to the Company or to any Person with whom the Company shall have entered into any contract, or to any other Person, in the event of any default or breach by the City, or for any amount which may become due to the Company or any other Person under the terms of this Agreement.

10.2 **Force Majeure.**

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial liability of a party.

10.3 **Offset.**

City shall have the right to offset any amount owed by Company under or in connection with this Agreement against any payments owed by City under this Agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable law.

10.4 **Notices.**

All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

(a) the City:

Economic Development Officer
Office of Economic Development
117 West Duval Street, Suite 275
Jacksonville, Florida 32202

With a copy to:

City of Jacksonville
Office of the General Counsel
City Hall-St. James Building
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

(b) The Company:

Pritchard Hospitality, LLC
76071 Sidney Place
Yulee, FL 32097
Attn: _____

10.5 **Time.**

Time is of the essence in the performance by any party of its obligations hereunder.

10.6 **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

10.7 **Amendment.**

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the Economic Development Officer of the OED is authorized on behalf of the City to approve, in his or her sole discretion, any “technical” changes to this Agreement. Such “technical” changes include without limitation non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, performance schedules (provided that no performance schedule may be extended for more than one year without City Council approval), and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City.

10.8 **Waivers.**

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

10.9 **Indemnification.**

Company shall indemnify, hold harmless and defend the City from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys’ fees and costs) related to any suits and actions of any kind brought against the City or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of Company contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of Company under this Agreement or under applicable law; (iii) any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Company or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to Company’s performance under this Agreement or relating to the Project, except to the extent cause by the sole negligence of the City. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City’s sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. 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 this Agreement or otherwise. The term “City” as used in this Section 10.9 shall include all City’s members, officers, officials, employees and agents.

10.10 **Severability.**

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10.11 **Compliance with State and Other Laws.**

In the performance of this Agreement, the Company must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

10.12 **Non-Discrimination Provisions.**

In conformity with the requirements of Section 126.404, *Ordinance Code*, the Company represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. The Company agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the *Ordinance Code*, *provided however*, that the Company shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Company agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 10.12 shall be incorporated into and become a part of the subcontract.

10.13 **Contingent Fees Prohibited.**

In conformity with Section 126.306, *Ordinance Code*, the Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.14 **Ethics.**

The Company represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

10.15 **Conflict of Interest.**

The parties will follow the provisions of Section 126.110, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

10.16 **Public Entity Crimes Notice.**

In conformity with the requirements of Section 126.104, *Ordinance Code* and Section 287.133, Florida Statutes, the Parties agree as follows:

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

10.17 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

10.18 **Incorporation by Reference.**

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

10.19 **Order of Precedence.**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

10.20 **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10.21 **Independent Contractor.**

In the performance of this Agreement, the Company will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City. The Company and its employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Company in the performance of this Agreement.

10.22 Retention of Records/Audit

The Company agrees:

- (a) To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.
- (b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement, including auditable records pertaining to jobs filled by third-party employers. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.
- (c) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.
- (d) To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council auditors.
- (e) At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City, including but not limited to the City Council auditors, full access to and the right to examine any of the Company's contracts and related records and documents, regardless of the form in which kept.
- (f) To ensure that all related party transactions are disclosed to the City.
- (g) To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments of this Agreement.
- (h) To permit persons duly authorized by the City, including but not limited to the City Council auditors, to inspect and copy any records, papers, documents, facilities, goods and services of the Company which are relevant to this Agreement, and to interview any employees and subcontractor employees of the Company to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Company a written report of its findings and request for development by the Company of a corrective action plan where appropriate. The Company hereby agrees to timely correct all deficiencies identified in the corrective action plan.
- (i) If the result of any audit by the City establishes that the amount of private capital investment has been overstated by five percent (5%) or more, the entire expense of the audit shall be borne by the Company.
- (j) Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the City's invoice.

- (k) Should the annual reconciliation or any audit reveal that the Company has overstated the amount of private capital investment, and the Company does not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, the City may terminate this Agreement, solely at its option, by written notice to the Company.

10.23 **Non-merger.**

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Project Parcel.

10.24 **Exemption of City.**

Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor a lien upon any properties of the City. Payment or disbursement by the City of any loan or grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council, this Agreement shall be void and the City shall have no further obligations hereunder.

10.25 **Parties to Agreement; Successors and Assigns.**

This is an agreement solely between the City and Company. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. This Agreement shall be binding upon Company and Company's successors and assigns, and shall inure to the benefit of the City and its successors and assigns. However, Company shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, without the prior written consent of the City, which consent may be withheld in the sole discretion of the City.

10.26 **Venue; Applicable Law.**

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for the payment of its own attorneys' fees and costs incurred in connection with the enforcement of the terms of this Agreement.

10.27 **Civil Rights.**

The Company agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

10.28 **Further Assurances.**

Company will, on request of the City,

- (a) promptly correct any defect, error or omission herein or in any document executed in connection herewith (collectively the “Project Documents”);
- (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Project Documents and to identify and subject to the liens of the Project Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;
- (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Project Documents against the rights or interests of third persons; and
- (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Project Documents and this Agreement.

10.29 **Exhibits.**

In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

10.30 **Construction.**

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Company further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

10.31 **Further Authorizations.**

The parties acknowledge and agree that the Mayor of the City, or his designee, and the City’s Corporation Secretary, or their respective designees, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement and the Resolution.

10.32 **Attorney’s Fees.**

Each party shall be responsible for its own attorneys’ fees and costs in connection with any legal action related to this Agreement.

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

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

WITNESS:

PRITCHARD HOSPITALITY, LLC, a Florida
limited liability company

Print Name: _____

By: _____
Name: _____
Its: _____

Print Name: _____

Form Approved:

Office of the General Counsel

GC-#1477576-v2-Pritchard_Hospitality_EDA.DOCX

Encumbrance and funding information for internal City use:

Account or PO Number: _____

Amount.....**\$290,000.00**

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

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

Director of Finance
City Contract Number: _____

Contract Encumbrance Data Sheet follows immediately.

LIST OF EXHIBITS

Exhibit A	Description of the Project Parcel
Exhibit B	JSEB Reporting Form
Exhibit C	Improvements
Exhibit D	Annual Survey
Exhibit E	Job Report

Exhibit A
Description of Project Parcel

That certain real property located at 4142 Perimeter Industrial Parkway W., Jacksonville, Florida 32219, having a Real Estate Parcel Id number of 003528-0615.

Exhibit C

Improvements

Company proposes to develop an 82 room Tru by Hilton Worldwide suburban motel on a 1.8-acre undeveloped site owned by the Pritchard Hospitality, LLC. The cost of the project is estimated to be \$13,330,000 and the rooms will be available to the public at market rate.

Exhibit D

Annual Survey 2022

Please complete the form below as it relates to the project for which you received City or State assistance. Should you have any questions, please call (904) 255-5447 or email OEDFinance@coj.net. Send completed form to: City of Jacksonville, Office of Economic Development, Finance and Compliance, 117 West Duval Street, Suite 275, Jacksonville, FL 32202, Fax: (904) 630-1019, Email: OEDFinance@COJ.NET

Company name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature: _____ Reporting Date: _____

As of 12/31/2022:

I. EMPLOYMENT INFORMATION

Number of Jobs at Project Site	[1]
Number of Jobs at Project Site before Project	[2]
Net New Jobs (subtract line [2] from line [1])	
Average Wage of New Employees (excluding benefits)	\$
Estimated cost of benefits as a percentage of Average Wage	%

II. CAPITAL INVESTMENT INFORMATION

Project Land Costs	[3] \$
Project Structure Costs	[4] \$
Project Equipment Costs	[5] \$
Other Costs	[6] \$
Total Project Costs (sum [3] through [6])	\$

III. ASSESSED PROPERTY VALUE

Assessed Value of Property on 2022	
------------------------------------	--

Duval County Property Tax Bill:	
Real Property	[7] \$
Personal Property	[8] \$
Total of [7] & [8]	\$
Amount of Taxes Paid: \$	Date Taxes Paid:

IV. PLEASE PROVIDE A BRIEF DESCRIPTION OF THE STATUS OF THE PROJECT INCLUDING, WHERE APPLICABLE, AN OVERVIEW OF THE TYPE OF JOBS CREATED.

V. PLEASE PROVIDE INFORMATION REGARDING AND COMMUNITY SERVICE ACTIVITIES IN WHICH YOU OR YOUR EMPLOYEES HAVE PARTICIPATED THIS PAST YEAR.

Exhibit E

Job Report 2022

Please complete the form below as it relates to the project for which you received City or State assistance. Should you have any questions, please call (904) 255-5447 or email OEDFinance@coj.net. Send completed form to: City of Jacksonville, Office of Economic Development, Finance and Compliance, 117 West Duval Street, Suite 275, Jacksonville, FL 32202, Fax: (904) 630-1019, Email: OEDFinance@COJ.NET.

Company name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature*: _____ Reporting Date: _____

Print Name: _____

This form should be completed to document all jobs located at the project location as required in the Agreement. The first page of this form must be completed. The second page can either be completed with all required information or a report can be run from the company's HR system. Employees listed on this form must be on the Company's payroll as of December 31, 2022. The OED reserves the right to audit the Company's records to verify the information included on this form.

***By signing this form, I hereby certify that the information in this Job Report and any accompanying documents is true and correct to the best of my knowledge, information and belief. (Please include a signature from a Vice President or higher ranking officer or in the case of an LLC, a manager or managing member.)**

