

FUNDING AGREEMENT TERMS SHEET

Proposed Terms and Conditions for a Funding Agreement
between
the City of Jacksonville (City) and The University of Florida Board of Trustees (UF)
for
FY '23, '24, and '25 City Funding of \$50 million for Establishment and
Operation of a Health and Financial Technology Graduate Education Center (“Center”) Operated by
UF

Any substantial change to these Proposed Terms and Conditions will require Council approval

- There shall be an executed Funding Agreement (the “Agreement”) between the City and UF incorporating the following specific terms and conditions, in addition to any applicable City grantor terms and conditions and any other contractual provisions, as required by either party or their respective Offices of General Counsel.

- The Agreement shall have a term expiring on the earlier of completion of the Project or 10 years from the effective date of the agreement. The City anticipates a 3-year cumulative funding amount under this Agreement of \$50,000,000 (the “City Grant Funds”) for authorized expenses (collectively, the “Expenses”). The city is appropriating \$20 million in FY '23 and anticipates appropriations of \$15 million each in fiscal years '24 and '25, subject to appropriations by City Council, to fulfill the ultimate commitment of \$50 million by the City.

- City Grant Funds shall be specifically expended for capital expenses (including, but not limited to, studies, planning, design, and other soft cost expenses related to such capital expenses) incurred by UF in the establishment of the Center within the urban core of the City (defined as up to 2 miles beyond the boundary of the DIA Community Redevelopment Area), which is anticipated to include graduate level academic portfolio inclusive of UF Health, College of Business, and College of Engineering disciplines (the “Project”), which shall be completed no later than 5 years from the commencement date of the improvements. UF shall document to the City a minimum of at least \$100,000,000 in commitments of non-City funding for the design and construction of the Project prior to disbursement of any City Grant Funds.

- Disbursements of City Grant Funds shall be made on a reimbursement basis no more frequently than quarterly, pursuant to a written disbursement request from UF, inclusive of documentation of eligible expenses actually incurred and paid. Such request shall also identify non-City sources of Project funding to evidence all other governmental and private contribution amounts committed to the Project both in aggregate as of the date of the disbursement request and as used for the non-City pro rata match of each disbursement request. The City shall, within 15 days of receipt of a disbursement request, review and notify UF of any costs the City wishes to disallow. The Agreement shall provide for a procedure to resolve any disagreement between the parties over the City’s proposed disallowance of costs. The Agreement shall also provide that the City shall withhold the final \$2,500,000 of City Grant Funds, which shall be disbursed to UF upon reaching \$100 million in Project expenditures. UF will also submit an audited annual report, inclusive of audited financial statements (with a due date of December 31 of each year) detailing actual expenditures made of both City Grant Funds and all other funds expended on the Project. City Grant Funds shall be disbursed to UF on a 50/50 basis on the first \$100,000,000 of approved Project costs.

- UF shall be responsible for ensuring all federal, state or local permits, as may be necessary, are obtained prior to conducting any work.
- The City shall be granted access to the Center at all reasonable times to inspect the work in progress and/or the final work product.
- The City's administrative staff, and the City Council Auditors office, shall have the right to audit payment records and supporting documentation for expenditures reimbursed under this Agreement.