

**TERMS AND CONDITIONS FOR A FUNDING AGREEMENT  
BETWEEN THE CITY OF JACKSONVILLE AND THE  
UNIVERSITY OF NORTH FLORIDA FOR REPAIRS AND  
UPGRADES TO HODGES STADIUM AND CONSTRUCTION OF  
GRASS PRACTICE FIELDS AT HODGES STADIUM**

**Any substantial change to these Terms and Conditions will require City Council approval.**

- The parties desire to enter into a funding agreement pursuant to which the City of Jacksonville (the “City”) agrees to provide City funding to the University of North Florida (“UNF”) for certain repairs and upgrades to Hodges Stadium and construction of additional grass practice fields at the Hodges Stadium facility as described herein, subject to the terms and conditions outlined herein, in addition to any applicable City grant or other contractual provisions deemed necessary or appropriate by the City’s Office of General Counsel (the “**Agreement**”).
- The City’s maximum indebtedness under the Agreement shall be an amount not-to-exceed \$6,000,000 as described herein. This amount reflects 50% of the estimated costs for completion of Phase I of multiple facilities enhancements to Hodges Stadium. The total estimated cost of Phase I is \$12,000,000. UNF will provide the matching \$6,000,000 for Phase I.
- All funding shall be specifically expended for capital expenses incurred by UNF for repairs of and upgrades to Hodges Stadium along with construction of additional grass practice fields on property owned by UNF (the “**Project**”). Documentation shall be provided by UNF verifying the expenditures incurred for the Project on a quarterly basis in order to draw down funds against this appropriation.
- The City shall have the authority to review and approve all planned improvements (“**Scope of Work**”) for the Project prior to UNF contracting with any entity for any work or services relative to design, permitting or construction of the Project.
- The City shall have the authority to review design and material specification submittals (i.e., 30%, 60%, 90%, 100%) for the Project and shall be consulted on all cost reduction or value engineering proposals.
- The City shall withhold a minimum of 10% retainage on all construction work, pending final completion of the Project.
- UNF shall competitively and publicly solicit all professional and construction work and/or services for the Project in compliance with the City’s or State’s procurement codes.
- All design and construction services shall be conducted by design professionals and/or construction companies (contractors and/or subcontractors) licensed and certified to conduct business in the State of Florida and the City of Jacksonville
- The City funds shall be used solely for work and/or services for the Project as described above.
- UNF shall be responsible for ensuring all federal, state or local permits, as may be necessary or required are obtained prior to conducting any work.

- The City shall provide funding on a reimbursement basis upon its receipt and review and approval of paid invoices from contractors, or any other vendor, and other documentation of expenses actually incurred for the Project, and inspection of the work by the City on a no more frequent than quarterly basis.
- The City shall be granted a waiver of rental fees for the use of the Project facilities as described above for mutually agreed upon community events as scheduling permits.
- The City shall be granted access to the UNF campus at all reasonable times to inspect the work in progress 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.
- UNF shall be responsible for all maintenance and operation of the Project.
- In the event UNF fails to substantially complete construction of the Project, then the City shall be entitled to repayment of all City funds disbursed for the Project from UNF.
- The Agreement shall contain language identifying the City's contribution as a percentage of the Project. Should the Project result in a cost less than the estimated amount described above, the City shall be reimbursed an amount equal to the City's percentage contribution for the Project.