

**TERMS AND CONDITIONS FOR A FUNDING AGREEMENT  
BETWEEN THE CITY OF JACKSONVILLE AND THE  
NORTHEAST FLORIDA BUILDERS ASSOCIATION, INC. FOR  
CONSTRUCTION OF THE NEFBA WORKFORCE  
DEVELOPMENT CENTER**

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

- The parties desire to enter into a funding agreement pursuant to which the City of Jacksonville (the “**City**”) will provide funding to the Northeast Florida Builders Association, Inc. (“**NEFBA**”) for construction of the NEFBA Workforce Development Center as described herein, subject to the terms and conditions outlined herein, and including any City grant or other contractual provisions deemed necessary or appropriate by the City’s Office of General Counsel (the “**Agreement**”).
- The NEFBA Workforce Development Center (the “**Facility**”) is a 43,000 square foot facility that will serve as a centralized hub for classroom and lab instruction, outreach, and community engagement. The center will consist of classrooms and labs with the tools and technology necessary for modern instruction including four dedicated, hands-on lab spaces, eleven instructional classrooms, and capacity for daytime and evening training to meet industry and community needs.
- The City’s maximum indebtedness under the Agreement shall be an amount not-to-exceed \$1,000,000.
- The Facility shall be constructed on properties owned and maintained by NEFBA.
- NEFBA shall competitively and publicly solicit all professional and construction work and/or services for planning, design and construction of the Facility in compliance with the City’s or State’s procurement codes.
- The City funds shall be used solely for work and/or services associated with the planning, design and construction of the Facility as detailed in a scope of work, which shall be submitted to and approved by the City prior to disbursement of any City funds (the “**Scope of Work**”).
- All planning, design and construction services shall be conducted by design professionals and/or construction companies (contractors/subcontractors) licensed or certified to conduct business in the State of Florida and City of Jacksonville.
- The City funds shall be expended for expenses incurred by NEFBA in the planning, design and construction of the Facility which may include installation of instructional equipment and furnishings. Documentation shall be provided by NEFBA verifying the expenditures incurred on a quarterly basis in order to draw down funds against this appropriation.
- The City shall withhold a minimum of 10% retainage on all construction work, pending final completion of the Facility.

- NEFBA 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 only provide funding on a reimbursement basis after receiving from NEFBA and thereafter reviewing and approving paid invoices from contractors, subcontractors, or any other vendor, and other documentation of expenses actually incurred, on a no more frequent than quarterly basis.
- The City shall be granted access to the Facility at all reasonable times to inspect the work in progress or the final work product.
- In the event NEFBA fails to substantially complete the construction of the Facility, then the City shall be entitled to repayment of all City funds disbursed to NEFBA.
- NEFBA shall be responsible for all cost overruns.
- NEFBA shall be responsible for maintenance and operation of the Facility.
- The City funds provided hereunder shall constitute a ten-year forgivable loan which shall be forgiven one-tenth of said loan for each year the Facility is owned and operated by NEFBA for workforce development. The loan will become due and payable should NEFBA sell the Facility or cease to use it for workforce development within 10 years of receiving a certificate of occupancy.
- 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 the Agreement.
- The City shall have the authority to review design and material specification submittals for the Facility and shall be consulted on all cost reduction or value engineering proposals.