

**FIFTH AMENDMENT TO CAPITAL MAINTENANCE AND
CAPITAL IMPROVEMENTS COSTS DISBURSEMENT AGREEMENT
BETWEEN CITY OF JACKSONVILLE AND
SHANDS JACKSONVILLE MEDICAL CENTER, INC.**

THIS FIFTH AMENDMENT to Capital Maintenance and Capital Improvements Costs Disbursement Agreement is made and entered into this ____ day of _____, 2023, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and **SHANDS JACKSONVILLE MEDICAL CENTER, INC.**, a Florida not for profit corporation ("Shands"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement, defined below.

RECITALS:

WHEREAS, City and Shands previously entered into that certain Capital Maintenance and Capital Improvements Costs Disbursement Agreement dated March 20, 2019, Contract #7211-29 (with all amendments thereto, the "Agreement") whereby the City agreed to allow Shands to make certain capital improvements and capital repairs to City-owned land, buildings, and facilities over a six year period in accordance with the terms of said Agreement; and

WHEREAS, Phases 1 through 4 of the Improvements are complete and the Jacksonville City Council, pursuant to Ordinance 2022-504-E, has appropriated funding for the Phase 5 Improvements to be completed in Fiscal Year 2022-2023; and

WHEREAS, Shands has requested and the City has agreed to amend the terms of the Agreement further by adding an additional scope of work for the construction of the Leon Haley, Jr. Trauma Center as further described on **Attachment 1** attached hereto (the "Trauma Center Improvements"), and increasing the maximum indebtedness by \$10,000,000.00 (to be used solely for the Trauma Center Improvements") to a new total maximum indebtedness not to exceed \$105,000,000.00, and by providing updated exhibits to the Agreement relative the Trauma Center Improvements scope, budget and performance schedule, with all other provisions terms and conditions of the Agreement remaining unchanged; and

WHEREAS, Shands has secured funding from the State of Florida in the amount of \$80,000,000 from Specific Appropriation 466A of the 2022-2023 General Appropriations Act laws of Florida, "Grants And Aids To Local Governments And Nonstate Entities - Fixed Capital Outlay Grants And Aids - Health Facilities From General Revenue Fund" ("Third-Party Funding") for the construction of the Trauma Center Improvements, and the City's \$10,000,000 appropriation authorized hereby may be utilized only after expenditure in full of the Third-Party Funding; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. Recitals. The above-stated recitals are accurate, true, and correct and are

incorporated herein and made a part hereof by this reference.

2. Amendment to Section 1.4 of Agreement. Section 1.4 of the Agreement is amended by increasing the maximum indebtedness by \$10,000,000.00 to a new total maximum indebtedness not to exceed \$105,000,000.00, and as amended shall read as follows:

“1.4 Maximum Indebtedness. The total maximum indebtedness of the City under this Agreement shall be an amount not to exceed the sum of ONE HUNDRED FIVE MILLION AND NO/100 DOLLARS (\$105,000,000.00), contingent on the existence of lawfully appropriated funds, with an anticipated 6-year cumulative funding amount, inclusive of all other fees or costs pursuant to this Agreement, of ONE HUNDRED THIRTY MILLION AND NO/100 DOLLARS (\$130,000,000.00). In order to remain eligible for each subsequent annual appropriation to this Agreement, Shands must demonstrate it has entered into binding design, construction, inspection, and related contracts for the prior phase of the Improvements, committing at least 75% of the previously authorized funds to such agreements and is diligently pursuing the construction and improvements as authorized hereby. The parties agree that any uncommitted funds from a phase will be carried over and available for commitment in subsequent phases.”

3. Amendment to Section 3.1 of the Agreement. Section 3.1 of the Agreement is amended to provide for reimbursement to Shands for its Verified Direct Costs for the Trauma Center Improvements in an amount not to exceed \$10,000,000.00, and as amended shall read as follows:

“3.1 Terms of Disbursement. Subject to an appropriation of funds therefor, City agrees to reimburse Shands for its Verified Direct Costs incurred and paid for the design and construction of each approved phase of the Improvements on the terms and conditions hereinafter set forth. For the 2018-2019 initial Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed \$15,000,000.00. For the 2019-2020 Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed \$20,000,000.00. For the 2020-2021 Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed \$20,000,000.00. For the 2021-2022 Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed \$20,000,000.00. For the 2022-2023 Phase of the Improvements, the disbursement amount shall be a maximum amount not to exceed \$20,000,000.00. For the Trauma Center Improvements, the disbursement shall be a maximum amount not to exceed \$10,000,000, payable only after third-party funding of \$80,000,000 for the Trauma Center Improvements has been exhausted. Shands shall be responsible for all costs beyond such amounts for each phase of the Improvements and for the Trauma Center Improvements. Should the total Verified Direct Costs incurred by Shands applicable to a phase of the Improvements or Trauma Center Improvements amount to a sum less than the applicable Maximum Improvements Disbursement Amount, City shall only be liable for the actual amount of the Verified Direct Costs for such Phase. After Substantial Completion of any phase of the Improvements, any costs savings may be applied by the City to any subsequent authorized phase of the Improvements.”

4. Trauma Center Scope of Improvements. In accordance with Section 1.1.2, Shands has provided Plans and Specifications for the Trauma Center Improvements attached to this Fifth

Amendment as **Attachment 1. Exhibit C** of the Agreement is hereby amended to incorporate, in its entirety, **Attachment 1** of this Amendment. All terms and conditions of the Agreement relative to **Exhibit C** and all information therein contained shall hereby apply to **Attachment 1** of this Amendment and all information therein contained. The Trauma Center Improvements shall be subject to and governed by that certain amended and restated lease agreement between the City and Shands dated December 15, 1987, as amended from time to time. The parties acknowledge that third-party funding Shands has secured from State of Florida is subject to a Memorandum of Understanding for Grants and Aids between Shands Jacksonville Medical Center, Inc. and the Florida Department of Health and that additional documentation may be required between the parties hereto prior to disbursement of any City funds to accommodate the terms and conditions therein.

5. Trauma Center Improvements Budget Estimate. The total design and construction costs of the Trauma Center Improvements are estimated to be up to \$90,000,000.00. The final, approved Budget for the Trauma Center Improvements is attached to this Amendment as **Attachment 2**. In accordance with Section 2.2 of the Agreement, and subject to appropriation of funds therefor by the City Council, **Exhibit C** of the Agreement is hereby amended to incorporate, in its entirety, **Attachment 2** of this Amendment. All terms and conditions of the Agreement relative to **Exhibit C** and all information therein contained shall hereby apply to **Attachment 2** of this Amendment and all information therein contained.

6. Trauma Center Improvements Performance Schedule. The final, approved Performance Schedule for the Trauma Center Improvements is attached to this Amendment as **Attachment 3**. In accordance with Section 3.11 of the Agreement, **Exhibit D** of the Agreement is hereby amended to incorporate, in its entirety, **Attachment 3** of this Amendment. All terms and conditions of the Agreement relative to **Exhibit D** and all information therein contained shall hereby apply to **Attachment 5** of this Amendment and all information therein contained.

7. Ratification of the Agreement. Except as amended in and by this instrument, the provisions, terms, and conditions of said Agreement, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, this Fifth Amendment is executed the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

Signed, sealed and delivered
in the presence of:

**SHANDS JACKSONVILLE MEDICAL
CENTER, INC.**, a Florida not for profit
corporation

(Printed Name)_____

By: _____

(Printed Name)_____

Name: _____

Its: _____

In compliance with the Section 24.103(c), *Ordinance Code*, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Amendment in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance
City Contract #7211-29, 5th Amendment

FORM APPROVED:

Office of General Counsel

Attachment 1

Trauma Center Scope of Improvements (Plans and Specifications)



I. General Project Information:

1. **Requestor:**
 - a. Hospital: UF Health Jacksonville
 - b. Contact: Bob Hervey, Vice President Real Estate & Facilities 904-244-3380
 - c. Project Name: Leon L Haley Jr., MD Emergency Department and Trauma Center

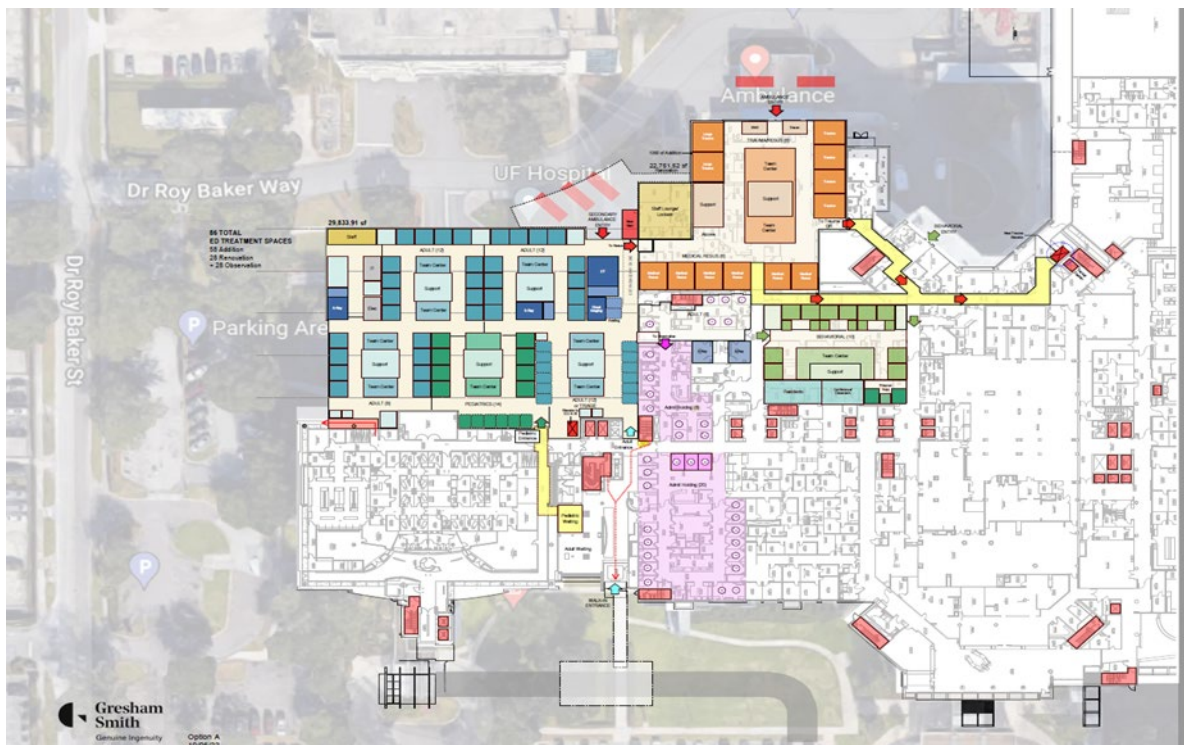
Project Description: The Leon L Haley Jr., MD Emergency Department and Trauma Center includes the design and construction of a new addition and associated interior renovation, including furniture, fixtures and equipment. The new addition will be located adjacent the existing Emergency Department on the west side of the campus and directly behind the existing Ambulatory Care Center. It will connect the new space with renovated space within the existing department. In order to support the new addition, several

infrastructure upgrades will be incorporated including Central Energy Plant equipment additions for chillwater, heating hot water, electrical distribution and emergency power generators. Parking and water retention areas will also be expanded. The proposed budget may allow up to 52,000 square feet of new construction and renovations.

II. Describe Critical Need:

UF Health Jacksonville is leading the evolution of Emergency Care providing the highest level of emergency medicine to the full spectrum of residents in Northeast Florida. The focus has grown from exemplary Trauma Care to include complex medical Resuscitation, Neurology Specialties, Stroke Care, Geriatric Specialties, Extracorporeal Membrane Oxygenation, Emergent Sepsis Response, and the integration of Critical Care within the ED. The demand for specialized critical care continues to rise, with the space in the emergency department already at capacity. The funding received will be used to replace the outdated and overcrowded Emergency Department and Trauma Center with a new and larger state of the art facility. Construction of new and renovations to existing space will take place on the downtown campus at 655 W 8th Street, Jacksonville, Florida replacing the currently disjointed and inefficient space that was constructed over a 50-year time span.

Project Space Planning:



Project Location: 655 W 8th Street, Jacksonville, Florida 32209



Attachment 2

Trauma Center Improvements Budget Estimate

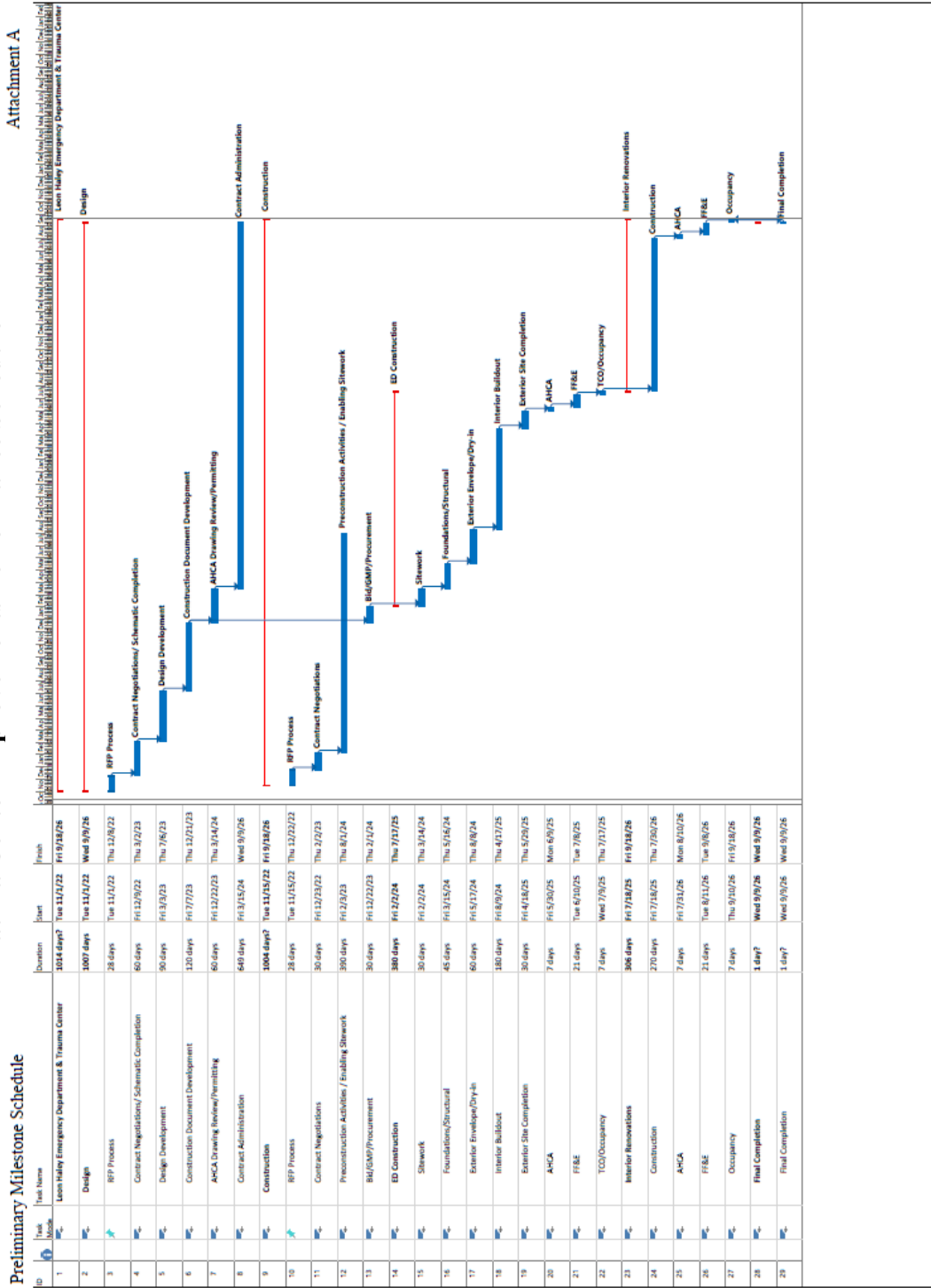
Project Budget Summary

Project: 8th St. ED/Trauma

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| Construction: | \$ | 68,432,325 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="0" style="width: 100%;"> <tbody> <tr> <td style="width: 60%;"><i>ED/Trauma</i></td> <td style="width: 10%; text-align: right;"><i>\$</i></td> <td style="width: 20%; text-align: right;"><i>25,213,550</i></td> <td style="width: 10%;"></td> </tr> <tr> <td><i>Existing Renovation</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>13,789,200</i></td> <td></td> </tr> <tr> <td colspan="4"><hr style="border-top: 1px dashed black;"/></td> </tr> <tr> <td><i>Additional Surface Parking</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>2,250,000</i></td> <td></td> </tr> <tr> <td><i>CEP Allowance</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>4,450,000</i></td> <td></td> </tr> <tr> <td><i>Entry Road/Plaza</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>3,125,000</i></td> <td></td> </tr> <tr> <td><i>Utility Relocation</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>1,875,000</i></td> <td></td> </tr> <tr> <td><i>Vertical Expansion Provisions</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>937,500</i></td> <td></td> </tr> <tr> <td><i>New Elevator to 2nd Floor ORs</i></td> <td style="text-align: right;"><i>\$</i></td> <td style="text-align: right;"><i>1,000,000</i></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td><i>Contingency</i></td> <td style="text-align: right;"><i>15% \$</i></td> <td style="text-align: right;"><i>7,896,038</i></td> <td></td> </tr> <tr> <td><i>Potential Escalation</i></td> <td style="text-align: right;"><i>15% \$</i></td> <td style="text-align: right;"><i>7,896,038</i></td> <td></td> </tr> </tbody> </table> | | | | <i>ED/Trauma</i> | <i>\$</i> | <i>25,213,550</i> | | <i>Existing Renovation</i> | <i>\$</i> | <i>13,789,200</i> | | <hr style="border-top: 1px dashed black;"/> | | | | <i>Additional Surface Parking</i> | <i>\$</i> | <i>2,250,000</i> | | <i>CEP Allowance</i> | <i>\$</i> | <i>4,450,000</i> | | <i>Entry Road/Plaza</i> | <i>\$</i> | <i>3,125,000</i> | | <i>Utility Relocation</i> | <i>\$</i> | <i>1,875,000</i> | | <i>Vertical Expansion Provisions</i> | <i>\$</i> | <i>937,500</i> | | <i>New Elevator to 2nd Floor ORs</i> | <i>\$</i> | <i>1,000,000</i> | | | | | | <i>Contingency</i> | <i>15% \$</i> | <i>7,896,038</i> | | <i>Potential Escalation</i> | <i>15% \$</i> | <i>7,896,038</i> | |
| <i>ED/Trauma</i> | <i>\$</i> | <i>25,213,550</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Existing Renovation</i> | <i>\$</i> | <i>13,789,200</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <i>Additional Surface Parking</i> | <i>\$</i> | <i>2,250,000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>CEP Allowance</i> | <i>\$</i> | <i>4,450,000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Entry Road/Plaza</i> | <i>\$</i> | <i>3,125,000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Utility Relocation</i> | <i>\$</i> | <i>1,875,000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Vertical Expansion Provisions</i> | <i>\$</i> | <i>937,500</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>New Elevator to 2nd Floor ORs</i> | <i>\$</i> | <i>1,000,000</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <i>Contingency</i> | <i>15% \$</i> | <i>7,896,038</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Potential Escalation</i> | <i>15% \$</i> | <i>7,896,038</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Design: | \$ | 4,211,220 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permits/Inspection Fees: | \$ | 375,575 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Diagnostic Equipment: | \$ | 4,500,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Furniture, Fixtures & Equipment: | \$ | 2,480,880 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <i>Subtotal:</i> | \$ | 80,000,000 | <i>DOH Funding</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Furniture, Fixtures & Equip. | \$ | 10,000,000 | <i>External Funding</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Total: | \$ | 90,000,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Attachment 3

Trauma Center Improvements Performance Schedule



Project: Preliminary Milestone 5
 Date: Wed 10/12/22

Task: Milestone

Summary: Milestone

Dependencies: Milestone

Relationships: Milestone

Legend: Milestone

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