

General Terms and Conditions for a Costs Disbursement Agreement
between
the City of Jacksonville (City) and Jacksonville Baseball, LLC (Club)
for
FY23 City Appropriated Funding of \$10,000,000 million for
Improvements to the Baseball Grounds of Jacksonville

Any substantial change will require Council approval

- There shall be an executed Improvements Costs Disbursement Agreement (the “Agreement”) between the City and Club incorporating the following specific terms and conditions, in addition to other standard terms and conditions and any other provisions as required by the City’s Office of General Counsel.
- The Agreement shall have a term of 3 years. The City anticipates a 3-year cumulative funding amount of \$24,800,000 for improvements at the Baseball Grounds of Jacksonville (collectively, the “Improvements”), subject to annual appropriations by City.
- All funding shall be specifically expended for improvements and upgrades (the “Improvements”) at the Baseball Grounds of Jacksonville owned by the City of Jacksonville for the CIP Project entitled “Baseball Grounds – MLB Requirements.” The Improvements shall include, but not be limited to, renovation and new construction required by MLB, to clubhouse operations, fan amenity spaces, playing surface and surrounding areas.
- All funding provided by the City shall only be utilized for services associated with the planning, design, equipment and construction of the Improvements as detailed in a scope of work and estimated cost proposal provided by Club, which shall be subject to review and approval by the City prior to disbursement of the funds by the City.
- The City shall have the authority to review and approve all scope of services and procurement methods for the proposed Improvements prior to Club contracting with any entity for any services.
- The City shall have the authority to review and approve design and/or material specification submittals for all Improvements, and shall be consulted on all cost reduction or value engineering proposals which may be proposed after such review and approval.
- Club shall be responsible for competitively and publicly soliciting design professionals and/or other contractors to conduct the work in accordance with applicable State of Florida law. City procurement shall be waived for the Agreement and the Improvements, but for JSEB requirements.
- All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City of Jacksonville.
- Club shall be responsible for ensuring all federal, state or local permits, as may be necessary, are obtained prior to conducting any work.

- Club shall be responsible for all coordination of the work and shall ensure inspection services as required by jurisdictional agencies, in addition to on-site periodic inspection provided by Club during execution of the work.
- The City shall only provide funding on a work performed and invoices basis after receiving from Club and thereafter reviewing invoices and related documentation from design professionals, contractors, or any other vendor, and after inspection of the work by the City.
- It is anticipated and acceptable to the City should Club desire to submit periodic partial payment requests on a work-performed and invoiced basis (on no more frequently than a monthly basis) for reimbursement for partially completed work and prior to final completion of all work.
- Club shall be eligible for reimbursement for eligible costs incurred prior to the Effective Date of the Agreement but no earlier than October 1, 2022, provided all such work are in the approved Budget and was procured in compliance with Section 287.055, Florida Statutes, and all other applicable law, and subject to the review and approval of the City Director of Public Works in his reasonable discretion. For each year of the Agreement, the Club may elect at its own cost to advance spend for a portion of the Improvements in excess of funds budgeted by the City for such year (and provided such work is procured consistent with and is otherwise eligible for reimbursement under the Agreement), and shall be eligible for reimbursement for such work in the following fiscal year, subject to Council appropriation of funds.
- The City shall be granted access to the Club at all reasonable times to inspect the work in progress or the final work product.
- Club shall withhold a minimum 10% retainage on all work, pending final completion and approval of the Improvements.
- Club and City shall be responsible for maintenance and operation of all Improvements consistent with the terms and conditions of the existing lease agreement between the City and Club.