

**TERMS AND CONDITIONS FOR A GRANT AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND FLORIDA
STATE COLLEGE AT JACKSONVILLE FOR ACQUISITION OF
THE BUILDING FOR “PHASE 1A” OF THE FSCJ WORKFORCE
TRAINING INSTITUTE (THE “TRAINING INSTITUTE”)**

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

The parties desire to enter into a City grant agreement pursuant to which the City of Jacksonville (the “**City**”) will provide grant funding to Florida State College at Jacksonville (the “**College**”) for acquisition of a building that will serve as Phase 1A of the Florida State College at Jacksonville (“FSCJ”) Training Institute (the “**Training Institute**”), subject to the terms and conditions outlined herein and any 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 \$5,000,000.

1. The Training Institute, as more particularly described below, shall be located in an existing building located on real property within the Cecil Commerce Center and identified by the Duval County Property Appraiser as R.E. No. 002145-2000 (the “**Building**”), which Building is to be purchased by the College at a fair market purchase price pursuant to a separate agreement between the College and the owner of the Building (the “**Purchase Contract**”).
2. The City shall have the right to review and approve the Purchase Contract prior to the College’s execution of same, which approval shall not be unreasonably withheld; however, the College shall have the sole discretion to negotiate and determine the terms of the Purchase Contract, including, but not limited to, the purchase price for the Building (the “**Purchase Price**”).
3. All funds provided by the City shall be utilized solely for the acquisition of the Building pursuant to the terms of the Purchase Contract.
4. The City’s funding is limited to \$5,000,000 toward the Purchase Price, subject to appropriation by the City Council and the City’s review and approval of the Purchase Contract as provided herein and the College shall be solely responsible for any additional costs relative to purchase of the Building.
5. Subject to the parties’ full execution of the Agreement, the City shall disburse the entire balance of the \$5,000,000 grant funds to the College at least three (3) days prior to the closing date of the College’s purchase of the Building pursuant to the Purchase Contract.
6. The College shall be responsible for maintenance and operation of the Building and the Training Institute.
7. The City grant funds disbursed to the College pursuant to the Agreement shall be subject to a 10-year recoupment period from the date the City issues the funds to the College (the “**Recoupment Period**”). If the Building is not utilized primarily as a Training Institute, more specifically as a technical educational training facility offering workforce training and programs for skilled trades (e.g. welding,

electrical, HVAC, carpentry, logistics, etc.) or advanced manufacturing for the duration of the Recoupment Period, the College shall remit to the City the unamortized balance of the City funds as of the date the Training Institute is no longer being primarily used for its intended purpose as a technical educational training facility. For the avoidance of doubt, during the Recoupment Period the annual amount which the City is entitled to receive pursuant to this Section 7 shall be \$500,000; accordingly, if on the seventh anniversary date following the date the City issues the funds to the College pursuant to the Agreement, the Training Institute is no longer being primarily used for its intended purpose as a technical educational training facility, then the City would be entitled to a total reimbursement from the College in the amount of \$1,500,000, which represents the remaining three years for the restrictions on the intended use of the Training Institute.

8. In the event the College fails to purchase the Building pursuant to the terms of the Purchase Contract, then the City shall be entitled to full repayment of the City funds from the College which shall be returned to the City within ten (10) calendar days of the College's failure to close on the Building.
9. The City's administrative staff and the City Council Auditor's office shall have the right to audit the closing statement and supporting documentation regarding the College's purchase of the Building to ensure that the Purchase Price paid at closing is at least \$5,000,000. In the event the Purchase Price for the Building is less than \$5,000,000, then the City shall be entitled to reimbursement from the College for the difference between \$5,000,000 and the lesser amount paid for the Building.