

**TERMS AND CONDITIONS FOR A FUNDING AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND EDWARD
WATERS UNIVERSITY, INC. FOR CONSTRUCTION OF A
“LIVING, LEARNING, COMMUNITY CENTER” IN THE CITY OF
JACKSONVILLE**

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

- There parties desire to enter into a funding agreement pursuant to which the City of Jacksonville (“City”) agrees to provide City funding to Edward Waters University, Inc. (“EWU”) for planning, design, permitting and construction of a “Living, Learning, Community Center as described herein, subject to the following terms and conditions in addition to any applicable City grant or other contractual provisions deemed necessary or appropriate by the City’s Office of General Counsel and agreed to by EWU (the “**Agreement**”).
- The Living, Learning, Community Center will add 425 new residential beds to the EWU campus, provide versatile convening space for institutional and external events, and expand direct services to the local community through health, wellness, and senior/youth engagement programs. It is currently estimated to include 86,000 heated square feet, serve as an emergency shelter in the New Town Community, and provide multi-purpose space for conferences, events, and civic engagement.
- The City anticipates a multi-year funding amount under this Agreement of \$8.7 million for authorized expenses, as defined in the paragraph below (collectively, the “**Expenses**”). \$2,675,000 is anticipated to be made available to EWU in FY 2025-2026 and the remaining \$6,025,000 in FY 2026-2027, subject to future appropriation by City Council.
- All funding provided by the City shall be specifically expended for planning, design, permitting, and construction of the Living, Learning, Community Center (“**Facility**” or “**Project**”), as detailed in the scope of work for the Project, which shall be reviewed and pre-approved by the City prior to EWU contracting with any entity for any services for the Project. Documentation shall be provided by EWU verifying the expenditure(s) incurred on a quarterly basis in order to draw down funds against this appropriation.
- EWU shall be responsible for ensuring all federal, state or local permits, as may be necessary or required, are obtained prior to conducting any work that requires such permitting.
- The Facility shall be constructed solely on properties owned and maintained by EWU.
- EWU shall be responsible for competitively and publicly soliciting design professionals and contractors to conduct all work. Competitive solicitation of all professional and construction services shall be in compliance with the City’s procurement code.
- All design and construction services shall be conducted by design professionals and/or

construction companies licensed or certified to conduct business in the State of Florida and the City of Jacksonville.

- The City shall have the authority to review design and material specification submittals (i.e., 30%, 60%, 90%, 100%) for the Facility and shall be consulted on all cost reduction or value engineering proposals.
- The City's funding is limited to the amounts listed above and EWU shall be responsible for all cost overruns.
- The City shall only provide funding on a work performed and invoiced basis after receiving from EWU and thereafter reviewing and approving invoices from contractors, or any other vendor, and other documentation of Expenses actually incurred, on a no more frequent than quarterly basis. Such quarterly funding amounts shall not exceed \$1,000,000 and are subject to the maximum indebtedness under the Agreement, subject to lawful appropriation by City Council.
- The City shall be granted access to the Facility at all reasonable times to inspect the work in progress or the final work product.
- The City shall withhold a minimum of 10% retainage on all construction work, pending final completion of the Facility.
- The Facility shall be subject to a ten-year forgivable loan held by the City, which shall forgive one-tenth of said loan each year the Facility is owned by EWU. The loan shall become due and payable should EWU sell the Facility or cease to use it for its intended purpose as described herein within ten years of receiving a certificate of occupancy for the Facility.
- EWU shall be responsible for maintenance and operation of the Facility.
- The City shall have the opportunity to utilize the Facility, at no cost, as scheduling permits for community events, as requested by the City.
- 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.
- In the event EWU fails to substantially complete the construction of the Facility within the time prescribed in the performance schedule to be agreed to the City and EWU and included in the Agreement, then the City shall be entitled to full repayment of any City funds from EWU.
- The Agreement shall contain language identifying the City's contribution as a percentage of the overall Project. The City's total contribution towards the Project shall not exceed 37.5% of the total EWU Project cost.