

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

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

- The 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, and permitting for the construction of a “Living Learning Community Conference Center” as described herein, subject to the following terms and conditions in addition to any additional conditions and legal requirements deemed necessary or appropriate by the City’s Office of General Counsel and Risk Management Division (the “**Agreement**”).
- Edward Waters University (EWU) will be constructing a \$40M Living Learning Community Conference Center (LLCC), which will provide public access and serve both public and private needs in the New Town Community and the Greater Jacksonville region.
- The Living Learning Community Conference Center project is a single-phase construction, single facility project. The 86,000 square foot Living Learning Community Conference Center will have rooms/lodging (425 beds / 66,000 square feet) and provide multi-purpose space for hosting conferences, events, and civic engagement (20,000 square feet). Expanded community services and resources currently housed on the EWU campus (EWU Schell-Sweet Community Resource Center and EWU Center for the Prevention of Health Disparities) will be able to expand and increase outreach through the new Living Learning Community Conference Center. Schell-Sweet is a voting precinct, which served over 3,000 voters in 2024. The Living Learning Community Conference Center will also serve as a Hurricane/Emergency shelter for the community.
- The City’s maximum indebtedness under the Agreement shall be an up-to amount not-to-exceed \$2,000,000 (“**City Funds**”).
- All City Funds shall be specifically expended for expenses incurred in the planning, design, and permitting for the construction of the Living Learning Community Conference Center (“**Facility**” or “**Project**”), to be detailed in the City approved plans, specifications, scope of work, and budget for the Project, all of which shall be reviewed and pre-approved by the City prior to EWU contracting with any entity for any services for the Project (the “**Expenses**”). EWU shall provide documentation to the City confirming full Project financing has been obtained prior to commencement of planning, design or permitting.
- 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 property 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, planning and permitting 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% of design) for the Facility and shall be consulted on all cost reduction or value engineering proposals.
- The City's funding is limited to the City Funds and EWU shall be responsible for all costs related to the Project in excess of the City Funds, including all cost overruns.
- The City shall only disburse the City Funds for verified Expenses on a work performed and invoiced basis, in an amount not-to-exceed 37.5% of the verified Expenses submitted and approved by the City for each disbursement request, after receiving from EWU and thereafter reviewing and approving invoices from appropriate professionals, contractors, subcontractors, or any other vendor providing labor, material or services related to the Project, and other documentation of Expenses actually incurred, on a no more frequent than quarterly basis. To be eligible to receive subsequent payments, EWU shall submit necessary documentation showing that the prior payment was submitted to the appropriate professionals, contractors, subcontractors, or other vendors. 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.
- All funds disbursed by the City under the Agreement shall be subject to a ten-year clawback held by the City, which clawback shall be reduced by one-tenth of said grant each year the Facility is owned by EWU after substantial completion. The funds 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, which shall be no later than September 30, 2028.
- EWU shall be responsible for maintenance and operation of the Facility.
- The City and EWU shall enter into a Use Agreement detailing the City's use rights, contemporaneously with the Agreement, which shall include having the opportunity to utilize the Facility, at no cost, as scheduling permits for community events, as requested by the City. The Use Agreement shall be subject to the terms and conditions outlined herein and any additional terms, conditions and legal requirements as deemed necessary or appropriate by the City's Office of General Counsel and Risk Management Division.
- The City's administrative staff and the City Council Auditor's office shall have the right to audit

payment records and supporting documentation for any and all expenditures related to the Project.

- In the event EWU fails to substantially complete the construction of the Facility by September 30, 2028, then the City shall be entitled to full repayment of any City funds from EWU.
- The Agreement shall contain language identifying that the City's total contribution towards the planning, design, and permitting of the Project shall not exceed 37.5% of the total cost of the verified Expenses.
- EWU shall use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of \$400,000 (twenty (20%) of the City Funds), in accordance with Jacksonville Ordinance Code Sections 126.601 et seq.
- The City's Public Works Department shall have oversight of the Agreement described herein.