

**TERMS AND CONDITIONS FOR A FUNDING AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND THE
UNIVERSITY OF NORTH FLORIDA FOR REPAIRS AND
UPGRADES TO HODGES STADIUM AND CONSTRUCTION OF
GRASS PRACTICE FIELDS AT HODGES STADIUM**

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 (the “City”) agrees to provide City funding to the University of North Florida (“UNF”) for certain repairs and upgrades to Hodges Stadium and construction of additional grass practice fields at the Hodges Stadium facility as described herein, 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 “Agreement”).
- The City’s maximum indebtedness under the Agreement shall be an up-to amount not-to-exceed \$6,000,000 as described herein (“**City Funds**”). This amount reflects 50% of the estimated costs for completion of the Project including multiple facilities enhancements to Hodges Stadium. The total estimated cost of the Project is \$12,000,000. UNF will provide the matching \$6,000,000 for the Project (“**UNF Funds**”). UNF shall provide documentation to the City confirming full Project financing has been obtained prior to commencement of the Project.
- All funding shall be specifically expended for capital expenses incurred by UNF for capital repairs of and capital improvements to Hodges Stadium along with construction of additional grass practice fields on property owned by UNF (the “**Project**”). Draw requests shall be submitted on a reimbursement basis no more frequently than on a quarterly basis for verified direct costs actually paid by UNF for the Project, and such draw requests shall include paid invoices, lien waivers and other documentation reasonably required by the City. City Funds shall be disbursed on a pro rata, 50/50 basis with the UNF Funds. UNF shall be solely responsible for all costs related to the Project in excess of the City Funds, including all cost overruns.
- The City shall have the authority to review and approve all planned improvements, plans and specifications (“**Scope of Work**”) and budget (“**Budget**”) for the Project prior to UNF contracting with any entity for any work or services relative to design, permitting or construction of the Project.
- The Scope of Work for the Project shall include, at a minimum, the following: Renovation and upgrade of all public restrooms, replacement of the chiller system, structural improvements including handrails, renovation and upgrade of elevator, addressing waterproofing issues, concrete repairs, lighting upgrades, and ensuring all systems are code compliant. Construction of additional grass practice fields are also included within the Scope of Work.
- The City shall have the authority to review design and material specification submittals (i.e., 30%, 60%, 90%, 100% design phase) for the Project and shall be consulted on all cost reduction or value engineering proposals.
- The City shall withhold a minimum of 10% retainage on all construction work, pending final completion of the Project.

- UNF shall competitively and publicly solicit all professional and construction work and/or services for the Project in compliance with all applicable legal requirements and State of Florida procurement requirements for public projects.
- All design and construction services shall be conducted by design professionals and/or construction companies (contractors and/or subcontractors) licensed and certified to conduct business in the State of Florida and the City of Jacksonville
- The City Funds shall be used solely for direct design and construction costs for the Project as described above, exclusive of any development or project management fees, all of which shall be consistent with the City approved Scope of Work and Budget.
- UNF shall be responsible for ensuring all federal, state or local permits, as may be necessary or required are obtained prior to conducting any work.
- The City and UNF shall enter into a Use Agreement detailing the City's use rights, contemporaneously with the Agreement. 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 shall be granted access to the UNF campus at all reasonable times to inspect the work in progress or the final work product.
- The City's administrative staff and the City Council Auditors office shall have the right to audit payment records and supporting documentation for any and all expenditures related to the Project.
- UNF shall be responsible for all maintenance and operation of the Project.
- In the event UNF fails to substantially complete construction of the Project by September 30, 2027, then the City shall be entitled to repayment of all City Funds disbursed for the Project from UNF.
- UNF shall use good faith efforts to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of \$1,200,000 (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.