

**TERMS AND CONDITIONS FOR A FUNDING AGREEMENT
BETWEEN THE CITY OF JACKSONVILLE AND THE
NORTHEAST FLORIDA BUILDERS ASSOCIATION, INC. FOR
CONSTRUCTION OF THE NEFBA WORKFORCE
DEVELOPMENT CENTER**

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

- The parties desire to enter into a funding agreement pursuant to which the City of Jacksonville (the “**City**”) will provide funding to the Northeast Florida Builders Association, Inc. (“**NEFBA**”) for construction of the NEFBA Workforce Development Center as described herein, subject to the terms and conditions outlined herein, and including any additional conditions and legal requirements as deemed necessary or appropriate by the City’s Office of General Counsel and Risk Management Division (the “**Agreement**”).
- The NEFBA Workforce Development Center (the “**Facility**”) is a 43,000 square foot facility on that certain parcel of land located at 4932 Sunbeam Rd., Jacksonville, Florida, R.E. 149101-0000, that will serve as a centralized hub for workforce development, inclusive of classroom and lab instruction, outreach, and community engagement (the “**Project**”). The center will consist of classrooms and labs with the tools and technology necessary for modern instruction including four dedicated, hands-on lab spaces, eleven instructional classrooms, and capacity for daytime and evening training to meet industry and community needs for workforce development. The estimated total cost of the Project is \$7,100,000.
- The Project to be constructed by NEFBA shall include at a minimum the following improvements: remodel of property to house NEFBA administrative offices and operations, a 5,000 sq ft auditorium, 11 classroom/training rooms, four dedicated hands-on training labs for the trades of Building Construction, Electrical, HVAC/R, and Plumbing.
- The City’s maximum indebtedness under the Agreement shall be an up-to amount not-to-exceed \$1,000,000 (the “**City Funds**”).
- NEFBA shall competitively and publicly solicit all design and construction contracts for the Project generally in compliance with the City’s or State of Florida’s procurement requirements for public projects.
- The City Funds shall be used solely for actual direct costs for design and construction of the Project, exclusive of any project or any development or project management fees, as detailed in City approved plans, specifications, scope of work (the “**Scope of Work**”), and budget (the “**Budget**”), which shall be submitted to the City with any work or services relative to the design, permitting or construction of the project.
- All planning, design and construction services shall be conducted by design professionals and/or construction companies (contractors/subcontractors) licensed or certified to conduct business in the State of Florida and City of Jacksonville.

- The City Funds shall be expended for expenses incurred by NEFBA in the planning, design and construction of the Project, all of which shall be consistent with the City approved Scope of Work and Budget. City funds shall not be used for any furniture, fixtures or equipment, but may be used attendant to communication and technology fixtures such as teleconferencing technologies and intercom systems.
- The City shall withhold a minimum of 10% retainage on all construction work, pending final completion of the Facility.
- NEFBA shall be responsible for ensuring all federal, state or local permits, as may be necessary or required, are obtained prior to conducting any work.
- Draw requests shall be made on a reimbursement basis no more frequently than monthly for verified direct costs actually paid by NEFBA 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 pro rata with NEFBA funding for the Project. The City shall only provide funding after receiving from NEFBA paid invoices from contractors, subcontractors, or any other vendor, and other documentation of expenses actually incurred, on a no more frequent than monthly basis.
- The City shall be granted access to the Facility at all reasonable times to inspect the work in progress or the final work product.
- In the event NEFBA fails to substantially complete the construction of the Project by September 30, 2026, then the City shall be entitled to repayment of all City Funds disbursed to NEFBA.
- NEFBA shall be responsible for all costs of the Project in excess of the City Funds.
- NEFBA shall be responsible for maintenance and operation of the Facility.
- The City Funds provided hereunder shall be forgiven at the rate of 10% per year calculated from the date of substantial completion of the Project, provided NEFBA continues to both own and operate the Project for workforce development. The unamortized balance of the City Funds shall become due and payable in the event NEFBA sells the Project or ceases to use it for workforce development, as set forth herein, within 10 years of receiving a certificate of occupancy for the Project.
- The Project shall be used for workforce development, which shall be evidenced by the following minimum operations: NEFBA currently trains 515 apprentices, of which 400 will be trained at this central center with the goal of training 520 adult apprentices at this location by 2028. Training classes are held in the evenings from mid-August through mid-April each year from 6:00 PM to 9:00 PM on Mondays through Thursdays. Preliminary plans are in place to expand training to daytime to include pre-apprenticeship and industry-related trainings. Administrative operations are Monday-Friday from 8:30 AM through 4:00 PM with occasional evening events.
- 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.

- The City shall have the authority to review design and material specification submittals for the Project and shall be consulted on all cost reduction or value engineering proposals occurring after the effective date of the Agreement.
- The City and NEFBA 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.
- Upon completion of the Project, NEFBA shall report on the use of City certified JSEBs that provided materials or services in an aggregate amount of \$200,000 (twenty (20%) of the City Funds.
- The City's Public Works Department shall have oversight of the Agreement described herein.