

General Terms and Conditions for a Funding Agreement
between
the City of Jacksonville (City) and Jacksonville University (JU)
for
FY22 City Appropriated Funding of \$2.5 million for Establishment and
Operation of a Law School Operated by JU

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

- There shall be an executed Funding Agreement (the “Agreement”) between the City and JU incorporating the following specific terms and conditions, in addition to any applicable City grant or other contractual provisions, as required by the City’s Office of General Counsel.
- The Agreement shall have a term of 2 years. The City anticipates a 2-year funding amount under this Agreement of \$2,500,000 for authorized expenses (collectively, the “Expenses”), subject to additional annual appropriations by City Council, as may be contemplated in the FY 2022-2023 budget submission to fulfill the ultimate commitment of \$5 million by the City.
- All funding shall be specifically expended for operational expenses incurred by JU in the establishment and operation of a downtown law school presence. Documentation shall be provided by JU verifying the expenditure incurred on a quarterly basis in order to draw down funds against this appropriation.
- All funding provided by the City shall only be utilized for services associated with start-up, planning, staff payroll and overhead associated with the downtown campus.
- JU shall be responsible for ensuring all federal, state or local permits, as may be necessary, are obtained prior to conducting any work.
- The City shall only provide funding on a work performed and invoiced basis after receiving from JU and thereafter reviewing and approving paid invoices from contractors, or any other vendor, and other documentation of Expenses actually incurred, on a no more frequently than quarterly basis. Such quarterly funding amounts shall not exceed \$500,000 and are subject to the maximum indebtedness under this Agreement of \$2.5 million, as may be amended through subsequent legislation.
- The City shall be granted access to the JU law school 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 expenditures reimbursed under this Agreement.