

July 10, 2019

General Terms and Conditions for a Grant Agreement
between
the City of Jacksonville (City) and The Florida Theatre Performing Arts Center, Inc. (FTPAC)
for
FY20 City Appropriated Funding of \$1 million for Capital
Improvements on City Owned Facilities Operated by FTPAC

Any substantial change will require Council approval

- There shall be an executed Grant Agreement (the “Agreement”) between the City and FTPAC incorporating the following specific terms and conditions, in addition to any other grant provisions, as required by the City’s Office of General Counsel.
- The Agreement shall have a term of 6 years. The City anticipates a 5 year cumulative funding amount of \$5,000,000 for capital improvements on City owned real property (collectively, the “Improvements”), subject to annual appropriations by City Council, with a matching contribution from FTPAC in equal amounts. In order to remain eligible for each subsequent annual appropriation to the Agreement, FTPAC must demonstrate it has entered into binding contracts for Improvements committing at least 75% of the current fiscal year’s funds to the authorized projects and be diligently pursuing the same.
- All funding shall be specifically expended for capital improvements on facilities owned by the City of Jacksonville. Documentation shall be provided by FTPAC verifying the location of facilities to receive the funding.
- All funding provided by the City shall only be utilized for services associated with the planning, design and construction of the Improvements as detailed in a scope of work and estimated cost proposal provided by FTPAC which shall be subject to review and approval by the City prior to disbursement of the funds by the City.
- The City shall have the authority to review and approve all scope of services for the proposed Improvements prior to FTPAC contracting with any entity for any services.
- The City shall have the authority to review and approve design and/or material specification submittals for all Improvements, and shall be consulted on all cost reduction or value engineering proposals which may be proposed after such review and approval.
- FTPAC shall be responsible for competitively and publicly soliciting design professionals and/or other contractors to conduct the work. Competitive solicitation of all professional services, construction services and/or other equipment and materials shall be in compliance with Chapter 126 of the City’s procurement code.
- All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City of Jacksonville.

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- FTPAC shall be responsible for ensuring all federal, state or local permits, as may be necessary, are obtained prior to conducting any work.
- FTPAC shall be responsible for all coordination of the work and shall ensure inspection services as required by jurisdictional agencies, in addition to on-site periodic inspection provided by FTPAC during execution of the work.
- The City shall only provide funding on a reimbursement basis after receiving from FTPAC and thereafter reviewing and approving paid invoices from design professionals, contractors, or any other vendor, in addition to receiving proof of payment of said services by FTPAC, and after inspection of the work by the City. The City will reimburse FTPAC for 50% of all paid invoices and other authorized costs, with FTPAC responsible for the remaining 50% to be paid simultaneously. FTPAC shall document to the City that it has funding available in an amount equal to 50% of the proposed budget at the time each budget proposed scope of work and proposed budget related thereto is submitted to the City for approval.
- It is anticipated and acceptable to the City should FTPAC desire to submit periodic partial payment requests (no more frequently than twice monthly) for reimbursement for partially completed work and prior to final completion of all work.
- The City shall be granted access to the FTPAC campus at all reasonable times to inspect the work in progress or the final work product.
- FTPAC shall withhold a minimum 10% retainage on all work, pending final completion and approval of the Improvements
- FTPAC shall be responsible for maintenance and operation of all Improvements.