

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-116**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE
6 MAYOR, OR HIS DESIGNEE, AND THE CORPORATION
7 SECRETARY TO EXECUTE AND DELIVER THAT CERTAIN
8 MAINTENANCE AGREEMENT BETWEEN THE CITY OF
9 JACKSONVILLE AND LIBERTY POINT LLC ("LP") FOR
10 MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS AT
11 BERKMAN PLAZA; PROVIDING FURTHER
12 AUTHORIZATIONS; PROVIDING FOR CITY OVERSIGHT
13 BY THE DEPARTMENT OF PARKS, RECREATION AND
14 COMMUNITY SERVICES; PROVIDING AN EFFECTIVE
15 DATE.
16

17 **BE IT ORDAINED** by the Council of the City of Jacksonville:

18 **Section 1. Approval and authorization to execute**
19 **Maintenance Agreement.** There is hereby approved, and the Mayor,
20 or his designee, and the Corporation Secretary are hereby
21 authorized to execute and deliver, for and on behalf of the City,
22 that certain Maintenance Agreement between the City of Jacksonville
23 and Liberty Point LLC (the "Agreement"), in substantially the same
24 form attached hereto as **Exhibit 1** and incorporated herein by this
25 reference, pursuant to which LP will provide maintenance services
26 for certain public improvements at Berkman Plaza. The Agreement
27 provides for an initial term of ten (10) years commencing upon the
28 effective date of the Agreement, with the option to renew for up to
29 fifteen (15) additional one (1) year terms. The City's total
30 maximum indebtedness for fiscal year 2020-2021 is \$126,000.00,
31 payable in quarterly installments to be prorated from the date of

1 contract execution in accordance with the terms of the Agreement.
2 The total maximum indebtedness for subsequent years shall be
3 calculated in accordance with a formula outlined in the Agreement,
4 subject to future appropriations by the Council.

5 **Section 2. Further Authorizations.** The Mayor, or his
6 designee, and the Corporation Secretary are hereby authorized to
7 execute amendments to the Agreement that include, but are not
8 limited to, revisions to the scope of services that become
9 necessary due to changes in field conditions or applicable
10 maintenance standards or codes, and other minor changes which have
11 no financial impact. No modification of the Agreement may increase
12 the financial obligations or the liability of the City. The Mayor,
13 or his designee, and the Corporation Secretary are hereby
14 authorized to execute all other contracts and documents and
15 otherwise take all necessary action therewith and herewith, subject
16 to review and approval by the Office of General Counsel, to
17 effectuate the purpose and intent of this ordinance.

18 **Section 3. Oversight Department.** The Department of
19 Parks, Recreation and Community Services shall oversee
20 administration of the Agreement.

21 **Section 4. Effective Date.** This ordinance shall become
22 effective upon signature by the Mayor or upon becoming effective
23 without the Mayor's signature.

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25 Form Approved:

26
27 /s/ Mary E. Staffopoulos

28 Office of General Counsel

29 Legislation prepared by: Mary E. Staffopoulos

