

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:

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6 **ORDINANCE 2022-321-E**

7 AN ORDINANCE APPROVING, AND AUTHORIZING THE
8 MAYOR, OR HIS DESIGNEE, AND CORPORATION
9 SECRETARY TO EXECUTE AND DELIVER, THE FACILITIES
10 MANAGEMENT CONTRACT ("CONTRACT") BETWEEN SMG
11 ("SMG"), A SUBSIDIARY OF ASM GLOBAL, INC., AND
12 THE CITY OF JACKSONVILLE (CITY), THE INITIAL
13 TERM OF WHICH SHALL RUN FROM OCTOBER 1, 2022,
14 THROUGH SEPTEMBER 30, 2027, WITH THE CITY HAVING
15 THE UNILATERAL OPTION TO EXTEND THE CONTRACT ON
16 THE SAME TERMS AND CONDITIONS FOR ONE (1) FIVE-
17 YEAR RENEWAL PERIOD; PROVIDING FOR TERMINATION
18 OF THE CURRENT FACILITIES MANAGEMENT AGREEMENT
19 BETWEEN SMG AND THE CITY; INVOKING THE EXCEPTION
20 OF 126.107(G) (EXEMPTIONS), PART 1 (GENERAL
21 REGULATIONS), CHAPTER 126 (PROCUREMENT CODE),
22 *ORDINANCE CODE*, FOR DIRECT CONTRACT FOR PROGRAM
23 SERVICES AND MANAGEMENT SERVICES WITH SMG;
24 WAIVING THE PROVISIONS OF CHAPTER 126
25 (PROCUREMENT CODE), *ORDINANCE CODE*, AS TO SMG
26 PROCUREMENT POLICIES; REQUIRING CITY COUNCIL
27 APPROVAL FOR ADDITIONAL CITY FUNDING TO BE
28 PROVIDED TO SMG UNDER THE CONTRACT IN EXCESS OF
29 THE ANNUAL APPROPRIATION AUTHORIZED BY THE
30 BUDGET ORDINANCE; PROVIDING FOR CITY OVERSIGHT
31 BY THE SPORTS & ENTERTAINMENT DIVISION;

1 PROVIDING AN EFFECTIVE DATE.

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

4 **Section 1. Facilities Management Contract approved and**
5 **execution authorized.** There is hereby approved, and the Mayor, or
6 his designee, and Corporation Secretary are hereby authorized to
7 execute and deliver, the Facilities Management Contract between SMG
8 and the City of Jacksonville (City), in substantially the same form
9 placed **Revised On File** with the Office of Legislative Services (the
10 "Contract"). The initial term of the Contract runs from October 1,
11 2022, through September 30, 2027. The City has the unilateral option
12 to extend the Contract on the same terms and conditions for one (1)
13 additional, consecutive five-year renewal period. The current
14 agreement between SMG and the City for management of the facilities
15 shall be terminated upon the Effective Date of the Contract.

16 **Section 2. Invoking the exception in Sec. 126.107(g),**
17 **Ordinance Code.** The City is hereby authorized to procure both the
18 program services and the management services of SMG. Pursuant to
19 Section 126.107(g) (Exemptions), Part 1 (General Regulations),
20 Chapter 126 (Procurement Code), *Ordinance Code*, such procurement is
21 exempted from competitive solicitation because the supplies or
22 services are to be provided by those specifically prescribed within
23 authorizing legislation that appropriates the same. With the
24 exception of the foregoing, all other provisions of Chapter 126,
25 *Ordinance Code*, shall remain in full force and effect.

26 **Section 3. Chapter 126, Ordinance Code, Waiver in regard to**
27 **the SMG Contract and providing for utilization by SMG of the SMG**
28 **Procurement Policies.** SMG manages certain City owned public assembly
29 facilities (as defined in the Agreement authorized by this Ordinance).
30 To effect guidelines acceptable to both parties to the Agreement, the
31 City Council hereby determines that, on an annual basis during the

1 term of the Agreement, to the extent that funding is available in the
2 accounts established for the budget related to the Agreement and SMG
3 has received the necessary approvals for expenditures from said
4 accounts from the City's Authorized Representative under the
5 Agreement, said City Authorized Representative is authorized to
6 approve SMG's continued utilization of SMG's competitive procurement
7 policies for the purchase of capital expenditures in the amount of
8 \$250,000 or less and non-capital extraordinary repair and maintenance
9 projects in the amount of \$500,000 or less. Upon said approval by the
10 City's Authorized Representative, the funds required shall carry-
11 forward and shall not lapse, with appropriate notice from the City's
12 Authorized Representative to the City's Accounting Division. For
13 purchases made by SMG above these \$250,000/\$500,000 thresholds, the
14 City's Authorized Representative shall require SMG's utilization of
15 the City Procurement Division's policies (as the same are reflected
16 in Ordinance Code Chapter 126). The provisions of this Section shall
17 in no way modify the Contract's requirement that all purchases by SMG
18 are fully accountable to the City pursuant to the Contract. Excluding
19 Section 126.316 (Contracts to Manage and or Promote Sports and
20 Entertainment Facilities), Ordinance Code, the City hereby waives any
21 conflicting provision of Part 2 and Part 3, Chapter 126 (Procurement
22 Code), Ordinance Code, relating to SMG's procurement of materials,
23 equipment and services for the operation and maintenance of the City's
24 Public Assembly Facilities pursuant to the Contract.

25 **Section 4. City Council oversight of additional funding to**
26 **SMG pursuant to the Contract.** Any funding to be provided by the City
27 to SMG pursuant to the Contract in excess of the annual appropriations
28 as authorized by the City's Budget Ordinance shall require City
29 Council approval.

30 **Section 5. Oversight.** The Sports & Entertainment
31 Division shall provide oversight of the Contract.

1 **Section 6. Effective Date.** This ordinance shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.

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7 Form Approved:

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9 /s/ Paige H. Johnston

10 Office of General Counsel

11 Legislation prepared by John Sawyer

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