

1 Introduced by Council Member Freeman:
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4 **ORDINANCE 2023-147**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND
6 AUTHORIZING A \$10,000,000 FUNDING CONTRIBUTION,
7 SUBJECT TO FUTURE APPROPRIATION, TO SHANDS
8 JACKSONVILLE MEDICAL CENTER, INC. ("SHANDS") TO
9 SUPPORT THE CONSTRUCTION OF THE UF HEALTH
10 JACKSONVILLE LEON L. HALEY, JR., MD, EMERGENCY
11 DEPARTMENT AND TRAUMA CENTER (THE "HALEY
12 CENTER"); AUTHORIZING THE CITY TO ENTER INTO A
13 FIFTH AMENDMENT TO THE CAPITAL MAINTENANCE AND
14 CAPITAL IMPROVEMENTS COSTS DISBURSEMENT
15 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND
16 SHANDS JACKSONVILLE MEDICAL CENTER, INC.,
17 PROVIDING FOR THE ADDITION OF CONSTRUCTION OF
18 THE HALEY CENTER TO THE SCOPE OF WORK AND AN
19 INCREASE TO THE MAXIMUM INDEBTEDNESS OF THE
20 AGREEMENT IN THE AMOUNT OF \$10,000,000, SUBJECT
21 TO FUTURE APPROPRIATION, FOR A NEW TOTAL MAXIMUM
22 INDEBTEDNESS OF \$105,000,000; PROVIDING FOR
23 WAIVING SECTION 118.107 (NONPROFITS TO RECEIVE
24 FUNDING THROUGH A COMPETITIVE EVALUATED AWARD
25 PROCESS), PART 1 (GENERAL PROVISIONS), CHAPTER
26 118 (CITY GRANTS), *ORDINANCE CODE*, TO DIRECT
27 CONTRACT WITH SHANDS; CONTINUED OVERSIGHT BY THE
28 DEPARTMENT OF PUBLIC WORKS; PROVIDING AN
29 EFFECTIVE DATE.

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31 **WHEREAS**, the City and Shands Jacksonville Medical Center, Inc.

1 ("Shands") are parties to that certain Capital Maintenance and Capital
2 Improvements Costs Disbursement Agreement dated March 20, 2019 (the
3 "Agreement") whereby the City agreed to allow Shands to make certain
4 capital improvements and capital repairs to City-owned land,
5 buildings, and facilities over a six-year period in accordance with
6 the terms of said Agreement; and

7 **WHEREAS**, Shands has requested, and the City has agreed, to amend
8 the terms of the Agreement to include an additional scope of work for
9 the construction of the UF Health Jacksonville Leon L. Haley Jr., MD,
10 Emergency Department and Trauma Center (the "Haley Center") and to
11 increase the maximum indebtedness by \$10,000,000 (to be used solely
12 for construction of the Haley Center), subject to future
13 appropriation, for a new total maximum indebtedness of \$105,000,000;
14 and

15 **WHEREAS**, Shands has secured funding from other sources in the
16 amount of \$80,000,000 for construction of the Haley Center and the
17 \$10,000,000 in City funding may only be utilized after expenditure
18 in full of all other funding; now therefore

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

20 **Section 1. Recitals.** The recitals set forth above are true
21 and correct and are incorporated herein by this reference.

22 **Section 2. Approval and Authorization to Execute a Fifth**
23 **Amendment to the Agreement with Shands Jacksonville Medical Center,**
24 **Inc.** There is hereby approved, and the Mayor, or his designee, and
25 Corporation Secretary are hereby authorized to execute and deliver,
26 a Fifth Amendment to the Capital Maintenance and Capital Improvements
27 Costs Disbursement Agreement between the City of Jacksonville and
28 Shands Jacksonville Medical Center, Inc., in substantially the same
29 form attached hereto as **Exhibit 1** and incorporated herein by this
30 reference. The Fifth Amendment provides for the addition of a scope
31 of work for construction of the Haley Center and an increase to the

1 maximum indebtedness of the agreement by \$10,000,000 (to be used
2 solely for construction of the Haley Center), subject to future
3 appropriation, for a new total maximum indebtedness of \$105,000,000.

4 **Section 3. Waiver of Section 118.107 (Nonprofits to receive**
5 **funding through a competitive evaluated award process), Part 1**
6 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
7 provisions of Section 118.107 (Nonprofits to receive funding through
8 a competitive evaluated award process), Part 1 (General Provisions),
9 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
10 for execution of a Fifth Amendment to the Agreement as described
11 above. This waiver is justified to allow the construction of the
12 Haley Center on City-owned property with the intent that this state-
13 of-the-art emergency department and trauma center will allow UF Health
14 (Shands) to continue to lead the way in future advancements in adult
15 and pediatric trauma care and to make this medical campus a hub for
16 medical care, clinical research, innovation, and education in
17 northeast Florida.

18 **Section 4. Oversight.** The Public Works Department shall
19 continue to provide oversight of the Agreement and projects
20 contemplated therein.

21 **Section 5. 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:

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27 _____ /s/ Mary E. Staffopoulos

28 Office of General Counsel

29 Legislation prepared by: Mary E. Staffopoulos

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