

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2025-875**

5 AN ORDINANCE AUTHORIZING THE MAYOR, OR HER
6 DESIGNEE, TO EXECUTE A COST REIMBURSEMENT
7 AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF
8 JACKSONVILLE ("CITY") AND JEA ("JEA"), TO
9 PROVIDE UP TO \$600,000 TO SUPPORT THE RELOCATION
10 OF CERTAIN JEA-OWNED ELECTRICAL UTILITIES
11 NECESSITATED BY THE CONSTRUCTION BY THE CITY OF
12 A SIDETRACK IN CECIL COMMERCE CENTER;
13 DESIGNATION OF AUTHORIZED OFFICIAL AND OFFICE OF
14 ECONOMIC DEVELOPMENT AS CONTRACT MONITOR;
15 PROVIDING FOR CITY OVERSIGHT OF THE PROJECT BY
16 THE DEPARTMENT OF PUBLIC WORKS; AUTHORIZING
17 TECHNICAL CHANGES TO THE AGREEMENT; PROVIDING AN
18 EFFECTIVE DATE.
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20 **BE IT ORDAINED** by the Council of the City of Jacksonville:

21 **Section 1. Execution of Agreement.** The Mayor (or her
22 authorized designee) and the Corporation Secretary are hereby
23 authorized to execute and deliver the Cost Reimbursement Agreement
24 ("Agreement") substantially in the form placed **On File** with the
25 Legislative Services Division (with such "technical" changes as
26 herein authorized). The Agreement authorizes a reimbursement from the
27 City in the up-to amount of \$600,000, payable upon substantial
28 completion of the project, to support the relocation of certain
29 electrical utilities by JEA made necessary due to the City's
30 construction of a railroad sidetrack in Cecil Commerce Center.

31 The Agreement may include such additions, deletions and changes

1 as may be reasonable, necessary and incidental for carrying out the
2 purposes thereof, as may be acceptable to the Mayor, or her designee,
3 with such inclusion and acceptance being evidenced by execution of
4 the Agreement by the Mayor or her designee. No modification to the
5 Agreement may increase the financial obligations or the liability of
6 the City and any such modification shall be technical only and shall
7 be subject to appropriate legal review and approval of the General
8 Counsel, or his or her designee, and all other appropriate action
9 required by law. "Technical" is herein defined as including, but not
10 limited to, changes in legal descriptions and surveys, descriptions
11 of infrastructure improvements and/or any road project, ingress and
12 egress, easements and rights of way, design standards, access and site
13 plan, which have no financial impact.

14 **Section 2. Designation of Authorized Official and Office of**
15 **Economic Development as Contract Monitor.** The Mayor is designated
16 as the authorized official of the City for the purpose of executing
17 and delivering any contracts and documents and furnishing such
18 information, data and documents for the Agreement and related
19 documents as may be required and otherwise to act as the authorized
20 official of the City in connection with the Agreement, and is further
21 authorized to designate one or more other officials of the City to
22 exercise any of the foregoing authorizations and to furnish or cause
23 to be furnished such information and take or cause to be taken such
24 action as may be necessary to enable the City to implement the
25 Agreements according to their terms. The Office of Economic
26 Development is hereby required to administer and monitor the Agreement
27 and to handle the City's responsibilities thereunder, including the
28 City's responsibilities under the Agreement working with and
29 supported by all relevant City departments.

30 **Section 3. Oversight Department.** The Department of Public
31 Works shall oversee the project described in the Agreement.

Section 4. Effective Date. This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/S/ John Sawyer

Office of General Counsel

Legislation Prepared By: John Sawyer

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