

1 Introduced by Council Member Carlucci and amended by the
2 Neighborhoods, Community Services, Public Health and Safety
3 Committee:

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6 **ORDINANCE 2023-215-E**

7 AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS
8 DESIGNEE, AND THE CORPORATION SECRETARY TO
9 EXECUTE A CONTRACT AMENDMENT WITH THE
10 JACKSONVILLE HISTORICAL SOCIETY, INC. ("JHS") TO
11 EXTEND THE TERM OF ITS FY 2022-2023 CITY GRANT
12 AGREEMENT WITH THE CITY ("AGREEMENT") BY A
13 PERIOD OF SIX MONTHS, AND TO CLARIFY THE CITY'S
14 MAXIMUM INDEBTEDNESS THEREUNDER; PROVIDING FOR
15 OVERSIGHT BY THE FINANCE AND ADMINISTRATION
16 DEPARTMENT, DIVISION OF GRANTS AND CONTRACT
17 COMPLIANCE; PROVIDING AN EFFECTIVE DATE.

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19 **WHEREAS**, City and JHS entered into the Agreement, with an
20 effective date of October 1, 2022, pursuant to which the City agreed
21 to reimburse JHS in an amount up to \$500,000.00 in connection with
22 the renovation by JHS of the historic Florida Casket Company Building
23 located at 318 Palmetto Street, Jacksonville, Florida 32202 (the
24 "Project"); and

25 **WHEREAS**, the Agreement expires on September 30, 2023; and

26 **WHEREAS**, due to circumstances beyond its control, JHS has
27 incurred delays in obtaining building permits required for the
28 Project, and City and JHS now desire to extend the term of the
29 Agreement to accommodate the revised completion schedule for the
30 Project and to clarify the maximum indebtedness of the City
31 thereunder; now therefore

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

2 **Section 1. Approval and Authorization to Execute.** The
3 Mayor, or his designee, and the Corporation Secretary are hereby
4 authorized to execute and deliver a contract amendment (the
5 "Amendment") between the City of Jacksonville and JHS, in
6 substantially the form attached as **Revised Exhibit 1**, labeled as
7 "Revised Exhibit 1, Rev Agmt Amd, April 17, 2023 - NCSPHS", to extend
8 the term of the Agreement to March 31, 2024, and to clarify that the
9 City's maximum indebtedness thereunder shall not exceed \$500,000.00.
10 The Amendment may include such additions, deletions and changes as
11 may be reasonable, necessary and incidental for carrying out the
12 purposes thereof, as may be acceptable to the Mayor, or his designee,
13 with such inclusion and acceptance being evidenced by execution of
14 the Amendment by the Mayor, or his designee; provided however, no
15 modifications to the Amendment may increase the financial obligations
16 of the City to an amount in excess of the amount stated in the
17 Amendment or decrease the duties and obligations of JHS, and any such
18 modifications shall be technical only and shall be subject to
19 appropriate legal review and approval by the Office of General Counsel
20 and the Office of Risk Management for appropriate insurance and
21 indemnification terms. For the purposes of this Ordinance, the term
22 "technical changes" is defined as those changes having no financial
23 impact to the City, and any other non-substantive changes that do not
24 substantively increase the duties and responsibilities of the City
25 under the provisions of the Agreement.

26 **Section 2. Oversight Department.** The Finance and
27 Administration Department, Division of Grants and Contract
28 Compliance, shall oversee the project and agreement described herein.

29 **Section 3. Effective Date.** This Ordinance shall become
30 effective upon signature by the Mayor or upon becoming effective
31 without the Mayor's signature.

1 Form Approved:

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3 /s/ Mary E. Staffopoulos

4 Office of General Counsel

5 Legislation Prepared By: Harry M. Wilson, IV

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