

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2022-216**

5 AN ORDINANCE APPROVING, AND AUTHORIZING THE
6 MAYOR, OR HIS DESIGNEE, AND THE CORPORATION
7 SECRETARY TO EXECUTE AND DELIVER THAT CERTAIN
8 LEASE AGREEMENT (THE "LEASE") BETWEEN THE CITY
9 OF JACKSONVILLE AND MAYO CLINIC JACKSONVILLE (A
10 NONPROFIT CORPORATION) ("TENANT") PURSUANT TO
11 WHICH THE TENANT WILL LEASE APPROXIMATELY 3,072
12 SQUARE FEET OF SPACE ON THE FIRST FLOOR OF THE
13 ED BALL BUILDING, LOCATED AT 214 HOGAN STREET,
14 JACKSONVILLE, FLORIDA 32202 (R.E. NO. 073768-
15 1000), IN COUNCIL DISTRICT 7, FOR AN INITIAL
16 TERM OF FIVE YEARS WITH OPTIONS TO RENEW FOR TWO
17 ADDITIONAL CONSECUTIVE TERMS OF FIVE YEARS EACH,
18 AT AN INITIAL ANNUAL BASE RENTAL RATE OF
19 \$49,152.00 (\$16.00 PER SQUARE FOOT), WITH 3%
20 ANNUAL INCREASES THEREAFTER; APPROVING AND
21 AUTHORIZING THE CHIEF EXECUTIVE OFFICER OF THE
22 DOWNTOWN INVESTMENT AUTHORITY ("DIA"), OR HER
23 DESIGNEE, TO EXECUTE AND DELIVER A PARKING
24 AGREEMENT BETWEEN THE DIA AND TENANT, GRANTING
25 TENANT NON-EXCLUSIVE ACCESS TO THE ED BALL
26 GARAGE FOR USE OF UP TO SIX UNRESERVED PARKING
27 SPACES FOR TENANT AND ITS AUTHORIZED EMPLOYEES,
28 PATIENTS AND CUSTOMERS, COMMENCING ON THE DATE
29 OF EXECUTION BY BOTH PARTIES AND TERMINATING
30 UPON EXPIRATION OR EARLIER TERMINATION OF THE
31 LEASE, SUBJECT TO PAYMENT BY TENANT OF A MONTHLY

1 ACCESS FEE PER MONTHLY ACCESS CARD ISSUED AND
2 MONTHLY PAYMENT FOR EACH VALIDATED PARKING
3 TICKET GRANTED BY TENANT; DESIGNATING THE CHIEF
4 EXECUTIVE OFFICER OF THE DIA AS THE AUTHORIZED
5 OFFICIAL FOR THE PARKING AGREEMENT; PROVIDING
6 FOR OVERSIGHT OF THE LEASE BY THE REAL ESTATE
7 DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AND
8 OVERSIGHT OF THE PARKING AGREEMENT BY THE DIA;
9 PROVIDING AN EFFECTIVE DATE.

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

12 **Section 1. Lease Agreement Approved and Execution**

13 **Authorized.** The Lease provides for Tenant's use and occupation of
14 approximately 3,072 square feet of space on the first floor of the
15 Ed Ball Building, located at 214 Hogan Street, Jacksonville, Florida
16 32202 (R.E. No. 073768-1000) in Council District 7, as depicted on
17 **Exhibit 1** attached hereto, subject to the terms and conditions
18 outlined therein. There is hereby approved, and the Mayor, or his
19 designee, and Corporation Secretary are hereby authorized to execute
20 and deliver, for and on behalf of the City, that certain Lease
21 Agreement between the City of Jacksonville and Mayo Clinic
22 Jacksonville (A Nonprofit Corporation), in substantially the same
23 form as is attached hereto as **Exhibit 2** and incorporated herein by
24 this reference. The Lease has an initial term of five years with
25 options to renew for two additional consecutive five-year terms at
26 an initial annual base rental rate of \$49,152.00 (\$16.00 per square
27 foot), with 3% annual increases thereafter.

28 The Lease may include such additions, deletions and changes as
29 may be reasonable, necessary, and incidental for carrying out the
30 purposes thereof, as may be acceptable to the Mayor, or his designee,
31 with such inclusion and acceptance being evidence by execution of the

1 Lease or amendments thereto by the Mayor, or his designee. No
2 modification of, or amendment to, the Lease may increase the financial
3 obligations or the liability of the City or decrease the financial
4 obligations or the liability of the Tenant, and any such modification
5 or amendment shall be technical only and shall be subject to
6 appropriate legal review and approval by the Office of General
7 Counsel. For the purposes of this Section, the term "technical" is
8 herein defined as those changes having no financial impact to the
9 City and any other non-substantive changes that do not substantively
10 increase the duties and responsibilities of the City under the
11 provisions of the Lease.

12 **Section 2. Parking Agreement Approved and Execution**

13 **Authorized.** There is hereby approved, and the Chief Executive Officer
14 of the DIA, or her designee, is hereby authorized to execute and
15 deliver that certain Parking Agreement between the DIA and Mayo Clinic
16 Jacksonville, in substantially the same form as is attached hereto
17 as **Exhibit 3** and incorporated herein by this reference. The Parking
18 Agreement provides for an initial term commencing on the date of
19 execution by both parties and terminates upon the expiration or
20 earlier termination of the Lease. Pursuant to the Parking Agreement,
21 Tenant will have non-exclusive access to the Ed Ball Garage for use
22 of up to six unreserved parking spaces in the facility for Tenant and
23 its authorized employees, patients and customers. Tenant will pay a
24 monthly access fee to the City for each Monthly Access Card provided
25 to Tenant at the adopted rate established by the DIA (currently
26 \$100.00 per month, per card). In addition, Tenant will pay the amount
27 of all validated parking tickets granted by Tenant to its employees,
28 patients and customers to the City on a monthly basis.

29 The Parking Agreement may include such additions, deletions and
30 changes as may be reasonable, necessary, and incidental for carrying
31 out the purposes thereof, as may be acceptable to the Chief Executive

1 Officer of the DIA, or her designee, with such inclusion and
2 acceptance being evidence by execution of the Parking Agreement or
3 amendments thereto by the Chief Executive Officer of the DIA, or her
4 designee. No modification of, or amendment to, the Parking Agreement
5 may increase the financial obligations or the liability of the City
6 or the DIA or decrease the financial obligations or the liability of
7 the Tenant, and any such modification or amendment shall be technical
8 only and shall be subject to appropriate legal review and approval
9 by the Office of General Counsel. For the purposes of this Section,
10 the term "technical" is herein defined as those changes having no
11 financial impact to the City or the DIA, changes to the type and
12 amount of parking spaces provided to Tenant, changes that do not
13 substantively increase the duties and responsibilities of the City
14 or the DIA under the provisions of the Parking Agreement, and any
15 other non-substantive changes.

16 **Section 3. Designation of Authorized Official.** The Chief
17 Executive Officer of the DIA is designated as the authorized official
18 of the City for the purpose of executing and delivering the Parking
19 Agreement and furnishing such information, data and documents for the
20 Parking Agreement as may be required and otherwise to act as the
21 authorized official of the City in connection with the Parking
22 Agreement, and to furnish or cause to be furnished such information
23 and take or cause to be taken such action as may be necessary to
24 enable the Parking Agreement to be implemented according to its terms.

25 **Section 4. Oversight Department.** The Real Estate Division
26 of the Department of Public Works shall provide oversight of the
27 Lease and the Downtown Investment Authority shall provide oversight
28 of the Parking Agreement.

29 **Section 5. Effective Date.** This Ordinance shall become
30 effective upon signature by the Mayor or upon becoming effective
31 without the Mayor's signature.

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Form Approved:

/S/ Mary E. Staffopoulos

Office of General Counsel

Legislation prepared by: Mary E. Staffopoulos

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