

1 Introduced by the Council President at the request of the DIA:
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4 **ORDINANCE 2024-372**

5 AN ORDINANCE AUTHORIZING THE MAYOR, OR HER
6 DESIGNEE, TO EXECUTE: (1) AN AMENDED AND
7 RESTATED REDEVELOPMENT AGREEMENT ("AMENDED
8 REDEVELOPMENT AGREEMENT") AMONG THE CITY OF
9 JACKSONVILLE ("CITY"), DOWNTOWN INVESTMENT
10 AUTHORITY ("DIA") AND THE MUSEUM OF SCIENCE AND
11 HISTORY OF JACKSONVILLE, INC. ("MOSH"); AND (2)
12 AN AMENDMENT ONE TO THE PARK DESIGN PROJECT
13 COSTS DISBURSEMENT AGREEMENT BETWEEN THE CITY
14 AND MOSH DATED APRIL 2, 2024 TO EXTEND THE
15 PERFORMANCE SCHEDULE THEREIN TO ALIGN WITH THE
16 PERFORMANCE SCHEDULE IN THE AMENDED
17 REDEVELOPMENT AGREEMENT; PROVIDING FOR CITY
18 OVERSIGHT OF THE PROJECT BY THE DEPARTMENT OF
19 PUBLIC WORKS AND THE DEPARTMENT OF PARKS,
20 RECREATION AND COMMUNITY SERVICES; AUTHORIZING
21 THE EXECUTION OF ALL DOCUMENTS RELATING TO THE
22 ABOVE AGREEMENTS AND TRANSACTIONS, AND
23 AUTHORIZING TECHNICAL CHANGES TO THE DOCUMENTS;
24 PROVIDING AN EFFECTIVE DATE.
25

26 **WHEREAS,** the City of Jacksonville ("City"), Downtown
27 Investment Authority ("DIA"), and the Museum of Science and History
28 of Jacksonville, Inc. ("MOSH") have previously entered into a
29 Redevelopment Agreement ("RDA") dated May 22, 2023, and the City and
30 MOSH have also entered into a Park Design Project Costs Disbursement
31 Agreement dated April 2, 2024 (the "Disbursement Agreement"), each

1 as authorized by Ordinance 2023-184-E, to redevelop an approximately
2 2.5-acre parcel of City-owned real property located within the
3 Shipyards site along the Northbank of the St. Johns River in
4 Jacksonville, Florida, within the Downtown East Northbank Community
5 Redevelopment Area; and

6 **WHEREAS,** the development will include the construction by MOSH
7 of a new museum facility of not less than 75,000 square feet and
8 other related improvements (the "Improvements"), and pursuant to the
9 Disbursement Agreement MOSH will provide at City's expense engineered
10 plans and specifications for the City to construct certain City-owned
11 park and Riverwalk improvements and approximately 4.78 acres of new
12 City-owned park space (collectively, the "Park Improvements"), of
13 which 1.5 acres will be a joint-use park located adjacent to the
14 ground lease parcel to be maintained by MOSH; and

15 **WHEREAS,** MOSH has been diligently pursuing the fundraising
16 milestone set forth in the RDA and is making progress on the design
17 of the Park Improvements but has been delayed in the design of the
18 museum building itself and accordingly the commencement of
19 construction thereof; and

20 **WHEREAS,** MOSH has requested and the DIA has agreed to: (i) extend
21 the Fundraising Milestone in the RDA by six months, to June 30, 2024,
22 and extend certain other dates within the performance schedule
23 accordingly, and extending the commencement of construction for the
24 museum improvements by two years, from December 31, 2023 to December
25 21, 2025; and (ii) extend the performance schedule set forth in the
26 Disbursement Agreement to align with Amended and Restated
27 Redevelopment Agreement, with all other terms and conditions
28 remaining unchanged; and

29 **WHEREAS,** on February 29, 2024, the DIA Board approved a
30 resolution (the "Resolution") to enter into the Amended and Restated

1 Redevelopment Agreement and Amendment One to Disbursement Agreement,
2 said Resolution being attached hereto as **Exhibit 1**; and

3 **WHEREAS,** it has been determined to be in the interest of the
4 City to enter into the Amended and Restated Redevelopment Agreement
5 and Amendment One to Disbursement Agreement and approve of and adopt
6 the matters set forth in this Ordinance; now, therefore

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

8 **Section 1. Execution of Agreements.** The Mayor (or her
9 authorized designee) and the Corporation Secretary are hereby
10 authorized to execute and deliver, as applicable, the Amended
11 Redevelopment Agreement and Amendment One to Park Design Project
12 Costs Disbursement Agreement (collectively, the "Agreements")
13 substantially in the forms placed **On File** with the Legislative
14 Services Division (with such "technical" changes as herein
15 authorized), for the purpose of implementing the recommendations of
16 the DIA as further described in the Amended Redevelopment Agreement.

17 The Agreements may include such additions, deletions and changes
18 as may be reasonable, necessary and incidental for carrying out the
19 purposes thereof, as may be acceptable to the Mayor, or her designee,
20 and the CEO of the DIA, as applicable, with such inclusion and
21 acceptance being evidenced by execution of the Agreements by the Mayor
22 or her designee and/or the CEO of the DIA, as applicable. No
23 modification to the Agreements may increase the financial obligations
24 or the liability of the City or DIA and any such modification shall
25 be technical only and shall be subject to appropriate legal review
26 and approval of the General Counsel, or his or her designee, and all
27 other appropriate action required by law. "Technical" is herein
28 defined as including, but not limited to, changes in legal
29 descriptions and surveys, descriptions of infrastructure improvements
30 and/or any road project, ingress and egress, easements and rights of
31 way, performance schedules (provided that no performance schedule may

1 be extended for more than one year without Council approval), design
2 standards, access and site plan, which have no financial impact.

3 **Section 2. Designation of Authorized Official and DIA as**
4 **Contract Monitor.** The Mayor is designated as the authorized official
5 of the City for the purpose of executing and delivering any contracts
6 and documents and furnishing such information, data and documents for
7 the Agreements and related documents as may be required and otherwise
8 to act as the authorized official of the City in connection with the
9 Agreements, and is further authorized to designate one or more other
10 officials of the City to exercise any of the foregoing authorizations
11 and to furnish or cause to be furnished such information and take or
12 cause to be taken such action as may be necessary to enable the City
13 to implement the Agreements according to their terms. The DIA is
14 hereby required to administer and monitor the Amended Redevelopment
15 Agreement and related agreements referenced therein and to handle the
16 City's responsibilities thereunder, including the City's
17 responsibilities under such agreements working with and supported by
18 all relevant City departments.

19 **Section 3. Oversight Department.** The Department of Public
20 Works shall oversee the CIP project described herein, and the
21 Department of Parks, Recreation and Community Services shall oversee
22 the design of the park design project.

23 **Section 4. Further Authorizations.** The Mayor, or her
24 designee, and the Corporation Secretary, are hereby authorized to
25 execute the Agreements and all other contracts and documents and
26 otherwise take all necessary action in connection therewith and
27 herewith. The Chief Executive Officer of the DIA, as contract
28 administrator, is authorized to negotiate and execute all necessary
29 changes and amendments to the Agreements and other contracts and
30 documents, to effectuate the purposes of this Ordinance, without
31 further Council action, provided such changes and amendments are

1 limited to amendments that are technical in nature (as described in
2 Section 1 hereof), and further provided that all such amendments
3 shall be subject to appropriate legal review and approval by the
4 General Counsel, or his or her designee, and all other appropriate
5 official action required by law.

6 **Section 5. Effective Date.** This Ordinance shall become
7 effective upon signature by the Mayor or upon becoming effective
8 without the Mayor's signature.

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10 Form Approved:

11
12 /s/ John Sawyer

13 Office of General Counsel

14 Legislation Prepared By: John Sawyer

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