

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health &
3 Safety Committee:
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6 **ORDINANCE 2020-760-E**

7 AN ORDINANCE APPROVING AND AUTHORIZING THE
8 MAYOR, OR HIS DESIGNEE, AND CORPORATION
9 SECRETARY TO EXECUTE AND DELIVER THAT CERTAIN
10 LICENSE AGREEMENT (OFFICE SPACE WITHIN
11 BUILDING) ("LICENSE") BETWEEN THE CITY OF
12 JACKSONVILLE ("CITY") AND LUTHERAN SERVICES
13 FLORIDA, INC. ("TENANT") AUTHORIZING TENANT TO
14 OCCUPY AND USE APPROXIMATELY 2,000 SQUARE FEET
15 OF OFFICE SPACE WITHIN THE KIDS HOPE ALLIANCE
16 ("KHA") BUILDING, LOCATED AT 1095 A. PHILIP
17 RANDOLPH BLVD, JACKSONVILLE, FLORIDA 32206, AT
18 NO COST TO TENANT; APPROVING AND AUTHORIZING
19 THE MAYOR, OR HIS DESIGNEE, AND CORPORATION
20 SECRETARY TO EXECUTE AND DELVER THAT CERTAIN
21 THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE
22 CITY AND TENANT TO ELIMINATE THE MONTHLY
23 RENTAL PAYMENT BEGINNING FEBRUARY 1, 2021 FOR
24 TENANT'S CONTINUED LEASE OF THE DON BREWER
25 CENTER, LOCATED AT 1095 A. PHILIP RANDOLPH
26 BLVD, JACKSONVILLE, FLORIDA 32206; PROVIDING
27 FURTHER AUTHORIZATIONS; PROVIDING FOR
28 OVERSIGHT BY KHA; PROVIDING AN EFFECTIVE DATE.
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30 **BE IT ORDAINED** by the Council of the City of Jacksonville:

1 **Section 1. Approval and authorization to execute License**
2 **Agreement.** There is hereby approved, and the Mayor, or his
3 designee, and Corporation Secretary are hereby authorized to
4 execute and deliver, for and on behalf of the City of Jacksonville,
5 that certain License Agreement (Office Space within Building)
6 between the City of Jacksonville and Lutheran Services Florida,
7 Inc., authorizing Tenant to use and occupy approximately 2,000
8 square feet of office space in the Kids Hope Alliance building
9 located at 1095 A. Philip Randolph Blvd., Jacksonville, Florida
10 32206, in substantially the same form attached hereto as **Exhibit 1**
11 and incorporated herein by this reference. The License authorizes
12 Tenant's use and occupation of the licensed area within KHA's
13 building as office space for Tenant's Head Start program, at no
14 cost to the Tenant. The License provides for an initial term
15 commencing on the effective date of the License and terminating on
16 the earlier of (i) June 30, 2024 or the earlier termination of that
17 certain Lease Agreement effective as of July 14, 2014 between the
18 City and Tenant, as amended, or (ii) earlier termination of the
19 License in accordance with the terms of the License.

20 **Section 2. Approval and authorization to execute Third**
21 **Amendment to Lease Agreement.** There is hereby approved, and the
22 Mayor, or his designee, and the Corporation Secretary are
23 authorized to enter into a Third Amendment to Lease Agreement (the
24 "Amendment") between the City and Tenant, substantially in the form
25 attached hereto as **Revised Exhibit 2**, labeled as Revised Exhibit 2,
26 Rev 3rd Amd, January 19, 2021 - NCSPHS" and incorporated herein by
27 this reference. The Amendment eliminates Tenant's monthly rental
28 payment for Tenant's continued lease and occupation of the City
29 building known as the "Don Brewer Center" located at 1095 A. Philip
30 Randolph Blvd., Jacksonville, Florida 32206 beginning February 1,
31 2021. This reduction in rent will allow the Tenant to allocate

1 more funds to serve additional children within the community
2 through Tenant's Head Start program.

3 **Section 3. Further authorizations.** The Mayor, or his
4 designee, and the Corporation Secretary are hereby authorized to
5 execute amendments to the License that: (i) extend the License term
6 for a period of up to six (6) months, (ii) exercise any existing
7 renewal option under the License, and/or (iii) increase the
8 licensed area by up to two thousand (2,000) additional square feet
9 or decrease the square footage of the licensed area by an amount
10 authorized by the Mayor, or his designee. The Mayor, or his
11 designee, and the Corporation Secretary are hereby authorized to
12 execute all other contracts and documents and otherwise take all
13 necessary action therewith and herewith, subject to review and
14 approval by the Office of General Counsel, to effectuate the
15 purpose and intent of this ordinance.

16 **Section 4. Oversight Department.** Kids Hope Alliance
17 will be responsible for oversight of the License Agreement and
18 continued oversight of the Lease Agreement on behalf of the City.

19 **Section 5. Effective Date.** This ordinance shall become
20 effective upon signature by the Mayor or upon becoming effective
21 without the Mayor's signature.

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23 Form Approved:

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25 /s/ Paige H. Johnston

1 Office of General Counsel

2 Legislation prepared by: Mary E. Staffopoulos

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