

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **ORDINANCE 2020-422**

5 AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS
6 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
7 THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY
8 OF JACKSONVILLE AND NORTHROP GRUMMAN SYSTEMS
9 CORPORATION FOR LEASED PREMISES (BUILDING 68A)
10 AT CECIL COMMERCE CENTER; PROVIDING FOR
11 OVERSIGHT BY THE OFFICE OF ECONOMIC
12 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.
13

14 **WHEREAS**, the City of Jacksonville ("City"), through its Office
15 of Economic Development, desires to enter into a Lease Agreement
16 with Northrop Grumman Systems Corporation, a Delaware corporation
17 ("NGSC"), concerning certain leased premises generally described as
18 Building 68A at Cecil Commerce Center (the "Facility"); now,
19 therefore

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

21 **Section 1. Execution of Agreement.** The Mayor, or his
22 designee, and the Corporation Secretary are hereby authorized to
23 execute a Lease Agreement between NGSC and the City in
24 substantially the form placed **on file** with the Office of
25 Legislative Services (the "Lease"). The term of the Lease is five
26 years, with three (3) five-year renewal options, for 56,679 square
27 feet. The new monthly rent shall be \$12,422.15 (\$2.63 per square
28 foot with a three percent (3%) annual increase) and a \$200.00
29 monthly CAM fee. NGSC has leased Building 68A, a warehouse, since
30 2000, when the City took ownership of the building from the U. S.

1 Navy. NGSC uses the building primarily for the storage of aerospace
2 parts and components.

3 **Section 2. Further Authorizations.** The Mayor, or his
4 designee, and the Corporation Secretary are hereby authorized to
5 negotiate and execute all necessary changes and amendments to such
6 Lease and other contracts and documents, to effectuate the purposes
7 of this ordinance without further Council action, provided such
8 changes and amendments are limited to "technical amendments" and do
9 not change the financial obligations between the parties, and
10 further provided that all such amendments shall be subject to
11 appropriate legal review and approval by the General Counsel, or
12 his designee, as being in conformance with City policies applicable
13 to Cecil Commerce Center, and all other appropriate official action
14 required by law. The term "technical amendments" as used in this
15 section shall include, but not be limited to, changes in legal
16 descriptions and surveys, description of infrastructure
17 improvements and/or any road project, ingress and egress, easements
18 and right of ways, design standards, vehicles access, and site plan
19 which have no financial impact.

20 **Section 3. Oversight.** The Office of Economic Development
21 shall provide oversight and administration of the Lease.

22 **Section 4. Effective Date.** This ordinance shall become
23 effective upon signature by the Mayor or upon becoming effective
24 without the Mayor's signature.

25
26 Form Approved:

27
28 /s/ James R. McCain, Jr.

29 Office of General Counsel

30 Legislation Prepared by James R. McCain, Jr.

31 GC-#1375924-v1-07_13_20_Northrop_Lease_Cecil.docx