

1 Introduced by Council Member Howland:  
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4 **ORDINANCE 2026-418**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE  
6 MAYOR, OR HER DESIGNEE, AND THE CORPORATION  
7 SECRETARY, TO EXECUTE AND DELIVER, FOR AND ON  
8 BEHALF OF THE CITY, AN AMENDED AND RESTATED  
9 RESTRICTIVE COVENANTS AND PARKING RIGHTS  
10 AGREEMENT ("AMENDED PARKING AGREEMENT") BETWEEN  
11 BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.  
12 ("BCBS") AND THE CITY OF JACKSONVILLE ("CITY"),  
13 TO, IN PART, REMOVE THE NIGHTTIME AND WEEKEND  
14 PARKING RIGHTS OF THE GENEERAL PUBLIC AND  
15 INSTEAD PROVIDE 24/7 PARKING AVAILABILITY TO THE  
16 JACKSONVILLE SHERIFF'S OFFICE FOR ITS USE IN  
17 CONNECTION WITH THE CITY'S LEASE WITH BCBS FOR  
18 JSO'S HEADQUARTERS, AND ELIMINATE ANY OBLIGATION  
19 OF BCBS TO REPAY THE \$3,500,000 PARKING GARAGE  
20 GRANT TO THE CITY; PROVIDING FOR OVERSIGHT BY  
21 THE OFFICE OF THE MAYOR, OR HER DESIGNEE, OF THE  
22 AMENDED PARKING AGREEMENT; PROVIDING AN  
23 EFFECTIVE DATE.  
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25 **WHEREAS**, The City of Jacksonville ("City"), the Downtown  
26 Investment Authority ("DIA"), and Blue Cross Blue Shield of Florida,  
27 Inc. ("BCBS") previously entered into that certain Redevelopment  
28 Agreement ("Redevelopment Agreement") dated November 26, 2019, and  
29 the City and BCBS subsequently entered into that certain Restrictive  
30 Covenants and Parking Rights Agreement dated July 1, 2021 ("Parking  
31 Agreement"), in each case as authorized by Ordinance 2019-626-E, that

1 in part provided a \$3,500,000 parking garage grant ("Parking Garage  
2 Grant") to BCBS to support the construction of a 750 space parking  
3 garage by BCBS, and that provided nights and weekends public parking  
4 in the parking garage pursuant to the Parking Agreement, upon  
5 substantial completion of the project; and

6 **WHEREAS**, the City, on behalf of the Jacksonville Sheriff's  
7 Office, has entered into that certain Amended and Restated Lease  
8 Agreement dated September 21, 2023, for the lease of certain office  
9 and garage space to serve as the JSO headquarters site ("Leased  
10 Premises"); and

11 **WHEREAS**, BCBS and the City desire to amend and restate the  
12 Parking Agreement to, in part, remove the public parking access rights  
13 and provide 24/7 parking availability to JSO, and eliminate any  
14 repayment obligations related to the Parking Garage Grant, and make  
15 such additional revisions as set forth in the Amended and Restated  
16 Restrictive Covenants and Parking Agreement in substantially the form  
17 placed **On File** with the Legislative Services Division; now therefore

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

19 **Section 1. Approval and authorization.** There is hereby  
20 approved, and the Mayor, or her designee, and the Corporation  
21 Secretary are hereby authorized to execute and deliver, for and on  
22 behalf of the City, an Amended and Restated Restrictive Covenants and  
23 Parking Rights Agreement ("Amended Parking Agreement"), substantially  
24 in the form placed On File with the Legislative Services Division,  
25 to, in part, provide for a portion of the parking needs for the JSO  
26 under its Lease Agreement, and remove any obligation of BCBS to repay  
27 the Parking Garage Grant.

28 **Section 2. Designation of Contract Monitor.** The Downtown  
29 Investment Authority shall provide oversight and administration of  
30 the Amended Parking Agreement for the duration thereof.

31 **Section 3. Effective Date.** This Ordinance shall become

1 effective upon signature by the Mayor or upon becoming effective  
2 without the Mayor's signature.

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4 Form Approved:

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6           /s/ John Sawyer          

7 Office of General Counsel

8 Legislation Prepared By: John Sawyer

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