

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

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4 **ORDINANCE 2023-86**

5 AN ORDINANCE APPROVING, AND AUTHORIZING THE  
6 MAYOR, OR HIS DESIGNEE, AND THE CORPORATION  
7 SECRETARY TO EXECUTE AND DELIVER, FOR AND ON  
8 BEHALF OF THE CITY, THAT CERTAIN LEASE AND USE  
9 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND  
10 LUTHERAN SERVICES FLORIDA, INC. FOR CONSTRUCTION  
11 AND OPERATION OF A THERAPEUTIC EARLY LEARNING  
12 CENTER IN VICTORY PARK, LOCATED AT 3781  
13 UNIVERSITY CLUB BOULEVARD, JACKSONVILLE,  
14 FLORIDA 32277 FOR A TERM BEGINNING ON THE  
15 EFFECTIVE DATE OF THE AGREEMENT AND CONTINUING  
16 THROUGH SEPTEMBER 30, 2053; PROVIDING FURTHER  
17 AUTHORIZATIONS; PROVIDING FOR OVERSIGHT BY THE  
18 PARKS, RECREATION AND COMMUNITY SERVICES  
19 DEPARTMENT; REQUESTING ONE CYCLE EMERGENCY  
20 PASSAGE; PROVIDING AN EFFECTIVE DATE.

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

23 **Section 1. Agreement Approved and Execution Authorized.**

24 There is hereby approved, and the Mayor, or his designee, and the  
25 Corporation Secretary are hereby authorized to execute and deliver,  
26 for and on behalf of the City, that certain Lease and Use Agreement  
27 between the City of Jacksonville and Lutheran Services Florida, Inc.  
28 for Construction and Operation of a Therapeutic Early Learning Center  
29 in Victory Park in substantially the form placed **On File** with the  
30 Legislative Services Division (the "Agreement"). The Agreement  
31 authorizes Lutheran Services Florida, Inc. (the "Lessee") use of and

1 access to Victory Park located at 3781 University Club Boulevard,  
2 Jacksonville, Florida 32277 for a term beginning on the effective  
3 date of the Agreement and continuing through September 30, 2053, for  
4 construction and operation of an early learning center to provide  
5 Head Start programming to Duval County residents. The Agreement  
6 provides the option for an extension of the Lease term for one  
7 additional five-year period. The Agreement provides the Lessee will  
8 pay a rent and use fee of \$1.00 per year.

9 The Lessee has identified the neighborhood and region  
10 surrounding Victory Park as an area of high need within the Lessee's  
11 established service area for Head Start programming. The early  
12 learning center will house eight Head Start classrooms and provide  
13 therapeutic intervention and STEM educational services to 116 low-  
14 income students ages 0-5 years old, at no cost to the families or  
15 participants. The facility will also include a clinic, therapy room,  
16 library and multi-purpose training room, parent resource and meeting  
17 room, STEM exploration lab, and age-appropriate playgrounds. Total  
18 project costs are estimated at \$3,856,151.20 and Lessee has committed  
19 through federal and state grants to contribute the full project costs  
20 to construct the facility. In addition, all ongoing programming  
21 expenses will be the responsibility of Lessee.

22 **Section 2. Further Authorizations.** The Agreement may  
23 include such additions, deletions and changes as may be reasonable,  
24 necessary and acceptable to the Mayor, or his designee, with such  
25 inclusion and acceptance being evidenced by execution of the Agreement  
26 by the Mayor, or his designee; provided however, no modification to  
27 the Agreement may increase the financial obligations or liability of  
28 the City to an amount in excess of the amount stated in the Agreement  
29 or decrease the duties and obligations of the Lessee as stated in the  
30 Agreement, and any such modifications shall be technical only and  
31 shall be subject to appropriate legal review and approval by the

1 Office of General Counsel. For the purposes of this Ordinance, the  
2 term "technical changes" is defined as those changes having no  
3 financial impact to the City, changes required for compliance with  
4 the terms and conditions of any grant funding received by the City  
5 or Lessee for construction of the early learning facility or the  
6 provision of Head Start programming to be offered at Victory Park,  
7 and any other non-substantive changes that do not substantively  
8 increase the duties and responsibilities of the City under the  
9 provisions of the Agreement.

10 **Section 3. Oversight Department.** The Parks, Recreation and  
11 Community Services Department shall oversee administration of the  
12 Agreement and project described herein.

13 **Section 4. Requesting One Cycle Emergency Passage Pursuant**  
14 **to Council Rule 4.901 Emergency.** One cycle emergency passage of this  
15 legislation is requested. The nature of the emergency is that the  
16 Lessee has secured funding from the Department of Health and Human  
17 Services for construction of the early learning center that must be  
18 encumbered on or before March 1, 2023. The Lessee has requested  
19 emergency passage of this legislation prior to that date to ensure  
20 this funding will not be withheld.

21 **Section 5. Effective Date.** This Ordinance shall become  
22 effective upon signature by the Mayor or upon becoming effective  
23 without the Mayor's signature.

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25 Form Approved:

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27           /s/ Mary E. Staffopoulos          

28 Office of General Counsel

29 Legislation Prepared By: Mary E. Staffopoulos

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