

1 Introduced by the Council President at the request of the Mayor and
2 Co-Sponsored by Council Members White, Lahnen, Clark-Murray and
3 Peluso:

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6 **ORDINANCE 2023-499-E**

7 AN ORDINANCE APPROVING, AND AUTHORIZING THE
8 MAYOR, OR HER DESIGNEE, AND THE CORPORATION
9 SECRETARY TO EXECUTE AND DELIVER, FOR AND ON
10 BEHALF OF THE CITY, THAT CERTAIN GROUND LEASE
11 BETWEEN THE CITY OF JACKSONVILLE AND ASSOCIATION
12 OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC. FOR
13 CONSTRUCTION AND OPERATION OF THE FIREFIGHTERS'
14 HEALTH AND WELLNESS CENTER, LOCATED AT 618
15 STOCKTON STREET, JACKSONVILLE, FLORIDA 32204 FOR
16 A TERM BEGINNING ON THE EFFECTIVE DATE OF THE
17 AGREEMENT AND CONTINUING FOR 99 YEARS; PROVIDING
18 FURTHER AUTHORIZATIONS; PROVIDING FOR OVERSIGHT
19 BY THE JACKSONVILLE FIRE AND RESCUE DEPARTMENT;
20 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 her designee, and the
25 Corporation Secretary are hereby authorized to execute and deliver,
26 for and on behalf of the City, that certain Ground Lease Agreement
27 between Association of Firefighters, IAFF Local No. 122, Inc., as
28 Lessor, and the City of Jacksonville, as Lessee, for construction and
29 operation of the Firefighters' Health and Wellness Center in
30 substantially the form placed **On File** with the Legislative Services
31 Division (the "Agreement"). The Agreement authorizes the City's use

1 of and access to the property located at 618 Stockton Street,
2 Jacksonville, Florida 32204 for a term beginning on the effective
3 date of the Agreement and continuing for 99 years, for construction
4 and operation of the Firefighters' Health and Wellness Center. The
5 Agreement provides the City will pay a rent and use fee of \$1.00 per
6 year.

7 The property will serve as a new location for the JFRD Health
8 and Wellness Center which provides a central facility for a number
9 of major health services including medical fitness,
10 injury/rehabilitation, and mental health. The ability to provide
11 these services from the current location is limited by the physical
12 constraints of the existing building.

13 **Section 2. Further Authorizations.** The Agreement may
14 include such additions, deletions and changes as may be reasonable,
15 necessary and acceptable to the Mayor, or her designee, with such
16 inclusion and acceptance being evidenced by execution of the Agreement
17 by the Mayor, or her designee; provided however, no modification to
18 the Agreement may increase the financial obligations or liability of
19 the City to an amount in excess of the amount stated in the Agreement
20 or decrease the duties and obligations of the Lessee as stated in the
21 Agreement, and any such modifications shall be technical only and
22 shall be subject to appropriate legal review and approval by the
23 Office of General Counsel. For the purposes of this Ordinance, the
24 term "technical changes" is defined as those changes having no
25 financial impact to the City or changes required for compliance with
26 the terms and conditions of any grant funding received by the City
27 for construction of the center and any other non-substantive changes
28 that do not substantively increase the duties and responsibilities
29 of the City under the provisions of the Agreement.

30 **Section 3. Oversight Department.** The Jacksonville Fire and
31 Rescue Department shall oversee administration of the Agreement and

1 project described herein.

2 **Section 4. Effective Date.** This Ordinance shall become
3 effective upon signature by the Mayor or upon becoming effective
4 without the Mayor's signature.

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6 Form Approved:

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8 /s/ Mary E. Staffopoulos

9 Office of General Counsel

10 Legislation Prepared By: Harry M. Wilson, IV

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