

1 Introduced by the Council President at the request of Mayor:  
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4 **ORDINANCE 2014-**

5 AN ORDINANCE APPROVING, AND AUTHORIZING THE  
6 MAYOR AND THE CORPORATION SECRETARY TO EXECUTE  
7 AND DELIVER, A PARKING RIGHTS AGREEMENT  
8 BETWEEN THE CITY OF JACKSONVILLE AND THE  
9 JESSIE BALL DUPONT FUND FOR THE RENT FREE USE  
10 OF PARKING SPACES FOR A PERIOD OF FIVE YEARS  
11 AT THE YATES BUILDING PARKING GARAGE;  
12 PROVIDING FOR CITY OVERSIGHT BY THE OFFICE OF  
13 PUBLIC PARKING; PROVIDING AN EFFECTIVE DATE.  
14

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

16 **Section 1. Parking Rights Agreement approved and**  
17 **authorized.** There is hereby approved, and the Mayor, or his  
18 designee, and Corporation Secretary are hereby authorized to  
19 execute and deliver, for and on behalf of the City, a Parking  
20 Rights Agreement between the City of Jacksonville and the Jessie  
21 Ball Dupont Fund substantially the form attached hereto as **Exhibit**  
22 **1**, labeled as "Exhibit 1, Parking Agmt, June 17, 2014" and  
23 incorporated herein by this reference, for the use of parking  
24 spaces at the Yates Building Parking Garage.

25 **Section 2. Oversight Department.** The Office of Public  
26 Parking shall oversee the project described herein.

27 **Section 3. Effective Date.** This ordinance shall become  
28 effective upon signature by the Mayor or upon becoming effective  
29 without the Mayor's signature.  
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Form Approved:

  
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Office of General Counsel

Legislation prepared by: John C. Sawyer, Jr.

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## PARKING RIGHTS AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and among the CITY OF JACKSONVILLE, FLORIDA (the "City"), a municipal corporation and political subdivision of the State of Florida, and JESSIE BALL DUPONT FUND, a Florida \_\_\_\_\_ company/corporation (the "Developer").

### RECITALS

WHEREAS, Developer has undertaken the renovation of the former Haydon Burns Library building (the "Project") located between Forsyth Street and Adams Street and Main Street and Ocean Street (the "Building") for use as office space for several not-for-profit entities; and

WHEREAS, Developer anticipates an expenditure in excess of \$20,000,000 in connection with the Project, which will improve an under-utilized and degrading facility in downtown Jacksonville; and

WHEREAS, the City has agreed to support the Project in part by providing up to two hundred (200) parking spaces in the Yates Building Parking Garage (the "Facility") rent free for a period of five years, to serve the parking demand generated by the uses of the Building; and

WHEREAS, the parties desire to set forth the terms and conditions for Developer's use of the Facility;

NOW, THEREFORE, in consideration of the above premises and the mutual obligations of the parties hereto, the parties hereby agree as follows:

1. Duration of Agreement. This Agreement shall have a term of five (5) years, commencing April 1, 2015 and expiring on March 31, 2020.

2. Scope of Use Right. City will provide to the Developer, at a cost of \$1.00 per annum, parking for up to one hundred fifty (150) vehicles, and an additional fifty (50) parking vouchers (collectively, the "Reserved Parking"), for public parking by guests, tenants, employees, invitees and designees of Developer and of the Building (collectively, the "Users"). For purposes of clarity, City is granting access to the Facility and parking for up to 200 vehicles; Developer shall not have rights to any specific parking spaces within the Facility. Developer shall (a) not use the Reserved Parking for any purpose other than for ingress and egress to and from the Reserved Parking and for parking automobiles in the Reserved Parking; (b) not obstruct any entranceways, driveways, exits, or emergency vehicle access areas located on the Facility; and (c) use its good faith, best efforts to prevent any act from occurring on or about the Reserved Parking that constitutes a nuisance or creates unpleasant or offensive noises or odors. In no event shall Developer use the Reserved Parking for any use which violates any ordinance, statute, law or regulation of any governmental body having jurisdictional authority over the Reserved Spaces. The Users shall have the use of and access to the Reserved Spaces under the same terms as other monthly and/or daily customers of the garage.

3. Rights Retained by City. The City shall retain ownership of the Facility at all times, and shall have the right to lease any spaces not reserved to Developer. The City shall enjoy the revenue from any spaces not reserved to Developer.

4. Repairs and Maintenance. The City shall provide all routine repairs and maintenance to the Reserved Spaces including, without limitation, painting, cleaning, removal of trash and debris, routine repairs to the parking surface of the Reserved Spaces, and maintaining the Facility in a safe condition.

5. Developer Obligations. Developer shall ensure that all monthly users of the Facility complete the Monthly Parking Application Form as promulgated by the Office of Public Parking of the City of Jacksonville, and all such users shall agree to abide by the terms and conditions as set forth therein. Monthly parking permits issued to Users pursuant to this Agreement are not assignable by the User. No fee may be charged by Developer for the use of any Reserved Parking.

6. Indemnification. Developer shall indemnify and save harmless City, including without limitation, its officers, directors, employees, representatives and agents from and against any and all claims, demands, suits, actions, judgments, and executions for damages of all kinds, losses, costs or expenses of every nature whatsoever arising out of injury (whether mental or corporeal) to persons, including death or damage to property, resulting from any negligent acts, errors or omissions of Developer in connection with its performance of this Agreement.

7. Surrender of Reserved Parking. Developer shall surrender the Reserved Parking in good order and condition and in conformity with the applicable provisions of this Agreement, excepting only reasonable wear and tear and any condemnation or casualty.

8. Successors and Assigns. This Agreement shall be binding on the parties hereto and their respective successors and assigns.

9. Effective Date. This Agreement and its terms shall be in effect as of the later of January 1, 2016, or the completion of the Project (the "Effective Date").

10. Waiver. The parties may waive any provision of this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

11. Time Is of the Essence. Time is of the essence regarding all performance under this Agreement.

12. Attorneys' Fees. Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fourth Judicial Circuit, in and for Duval County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, and each party further covenants and agrees that it will not institute any action in any other forum or

venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. In the event of any dispute, claim or legal action of any kind or nature, each party shall be responsible for and shall bear its own attorney's fees and costs.

13. Entire Agreement. This Agreement, including all exhibits hereto, each of which is incorporated into this Agreement, constitutes the entire agreement between the parties hereto and no other representations, warranties, or agreements, whether written or oral, shall be binding on either of the parties. This Agreement may not be amended, modified or supplemented unless and except by an instrument in writing signed by both parties.

14. Notices. Notices hereunder shall be given by U. S. mail (with receipt), facsimile (followed by written confirmation), courier or hand delivery at the following addresses:

As to the City                      City of Jacksonville  
   Office of Economic Development  
   117 West Duval Street, Suite 278  
   Jacksonville, Florida 32202

With a copy to                      Office of the General Counsel  
   City Hall, Suite 480  
   117 W. Duval Street  
   Jacksonville, Florida 32202

As to Developer                      Jessie Ball duPont Fund  
   One Independent Drive, Suite 1400  
   Jacksonville, Florida 32202-5011

15. Termination. The City shall have the right to terminate this Agreement under the following conditions:

(a) in the event the Developer fails to complete the Project in a commercially reasonable and timely manner; or

(b) at any time if the Building is no longer used for commercial uses.

IN WITNESS WHEREOF, the parties of entered into this Agreement as of the date and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Alvin Brown, Mayor  
Date: \_\_\_\_\_

WITNESS:

JESSIE BALL DUPONT FUND, a  
\_\_\_\_\_ limited liability  
company/corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

IN COMPLIANCE WITH the Charter of the City of Jacksonville, I do certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance

FORM APPROVED:

\_\_\_\_\_  
Office of the General Counsel

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**ADMINISTRATIVE TRANSMITTAL**

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Cc: Chris Hand, Chief of Staff, Office of the Mayor

From: Jack Shad, Public Parking Officer, Office of Economic Development

(Name, Job Title, Department)

Phone: 630-4990

E-mail: jshad@coj.net

Contact Jack Shad, Public Parking Officer, Office of Economic Development

Person: (Name, Job Title, Department)

Phone: 630-4990

E-mail: jshad@coj.net

**COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL**

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 630-4647

E-mail: psidman@coj.net

From: \_\_\_\_\_

(Name, Job Title, Department)

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact \_\_\_\_\_

Person: (Name, Job Title, Department)

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Legislation from Independent Agencies require a resolution from the Independent Agency Board approving the legislation.

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**FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED**

## LEGISLATIVE FACT SHEET

DATE: 06/18/14

BT or RC No: \_\_\_\_\_  
(Administration Bills)

SPONSOR: Office of Economic Development / Office of Public Parking  
(Department/Division/Agency/Council Member)

**PURPOSE/SUMMARY:**

To allow the City to enter into an agreement with the Jessie Ball DuPont Foundation to provide free parking at the Yates Garage to support the redevelopment of the former Haydon Burns Library building.

APPROPRIATION: Total Amount Appropriated: N/A as follows:

(Name of Fund as it will appear in title of legislation) \_\_\_\_\_

Name of Federal Funding Source: \_\_\_\_\_ Amount: \_\_\_\_\_

Name of State Funding Source: \_\_\_\_\_ Amount: \_\_\_\_\_

Name of City of Jax Funding Source: \_\_\_\_\_ Amount: \_\_\_\_\_

Name of In-Kind Contribution: \_\_\_\_\_ Amount: \_\_\_\_\_

Name of Bond Acct: \_\_\_\_\_ Amount: \_\_\_\_\_

Bond Account Number: \_\_\_\_\_

**IMPACT - FINANCIAL / OTHER:**

The contracted parking services have a value estimated at \$116,400 per year or \$582,000 over the life of the contract.

**ACTION ITEMS:**

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Federal or State Mandates?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Contract / Agreement (C/A) Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C/A Negotiations On-going?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oversight Department Required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Report Required to City Council or Council Auditors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: \_\_\_\_\_

(Attach CIP Form(s))

(Attach a copy)

Name of Dept.: \_\_\_\_\_

(Attach a copy)

Identify Code: \_\_\_\_\_

Identify Code: \_\_\_\_\_

(Attach a copy)

Ordinance #: \_\_\_\_\_

Date: \_\_\_\_\_ Frequency: \_\_\_\_\_