

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2024-419**

5 A RESOLUTION MAKING CERTAIN FINDINGS, AND
6 APPROVING AND AUTHORIZING THE EXECUTION OF AN
7 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
8 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
9 PROJECT LINK ("COMPANY"), TO SUPPORT THE
10 CREATION OF COMPANY'S OPERATIONS AT A NEW
11 FACILITY TO BE LOCATED IN JACKSONVILLE
12 ("PROJECT"); AUTHORIZING A TEN-YEAR RECAPTURE
13 ENHANCED VALUE (REV) GRANT NOT TO EXCEED
14 \$7,500,000; AUTHORIZING A LOCAL TRAINING GRANT
15 NOT TO EXCEED \$200,000; APPROVING AND
16 AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE
17 MAYOR, OR HER DESIGNEE, AND CORPORATION
18 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL
19 AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE
20 OFFICE OF ECONOMIC DEVELOPMENT ("OED");
21 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A
22 DEADLINE FOR THE COMPANY TO EXECUTE THE
23 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE
24 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY
25 ORDINANCE 2022-726-E, AS AMENDED; REQUESTING
26 TWO-READING PASSAGE PURSUANT TO COUNCIL RULE
27 3.305; PROVIDING AN EFFECTIVE DATE.

28
29 **WHEREAS,** Project Link (the "Company") has committed to create
30 an estimated 200 permanent full-time equivalent new jobs in
31 Jacksonville by December 31, 2027 (but no fewer than 145 new jobs)

1 with an estimated capital investment of \$100,000,000, all as further
2 described in the Project Summary attached hereto as **Exhibit 1**, and
3 incorporated herein by this reference; and

4 **WHEREAS**, for the reasons more fully described in the Project
5 Summary, the payment of the REV Grant and the Local Training Grant
6 in the amounts set forth therein serves a paramount public purpose;
7 and

8 **WHEREAS**, the Office of Economic Development ("OED") has
9 reviewed the application submitted by the Company for economic
10 development, and, together with representatives of the City,
11 negotiated an agreement with the Company in substantially the form
12 placed **On File** with the Legislative Services Division (the
13 "Agreement"). Accordingly, based upon the contents of the Agreement,
14 it has been determined that the Agreement and the uses contemplated
15 therein to be in the public interest, and that the public actions and
16 financial assistance contemplated in the Agreement take into account
17 and give consideration to the long-term public interests and public
18 interest benefits to be achieved by the City; now therefore

19 **BE IT RESOLVED** by the Council of the City of Jacksonville:

20 **Section 1. Findings.** It is hereby ascertained, determined,
21 found and declared as follows:

22 (a) The recitals set forth herein are true and correct.

23 (b) The location of the Company's Project in Jacksonville,
24 Florida, is more particularly described in the Agreement. The Project
25 will promote and further the public and municipal purposes of the
26 City.

27 (c) Enhancement of the City's tax base and revenues, are
28 matters of State and City policy and State and City concern in order
29 that the State and its counties and municipalities, including the
30 City, shall not continue to be endangered by unemployment,

1 underemployment, economic recession, poverty, crime and disease, and
2 consume an excessive proportion of the State and City revenues because
3 of the extra services required for police, fire, accident, health
4 care, elderly care, charity care, hospitalization, public housing and
5 housing assistance, and other forms of public protection, services
6 and facilities.

7 (d) The provision of the City's assistance as identified in
8 the Agreement is necessary and appropriate to make the Project
9 feasible; and the City's assistance is reasonable and not excessive,
10 taking into account the needs of the Company to make the Project
11 economically and financially feasible, and the extent of the public
12 benefits expected to be derived from the Project, and taking into
13 account all other forms of assistance available.

14 (e) The Company is qualified to carry out and complete the
15 construction and equipping of the Project, in accordance with the
16 Agreement.

17 (f) The authorizations provided by this Resolution are for
18 public uses and purposes for which the City may use its powers as a
19 county, municipality and as a political subdivision of the State of
20 Florida and may expend public funds, and the necessity in the public
21 interest for the provisions herein enacted is hereby declared as a
22 matter of legislative determination.

23 (g) This Resolution is adopted pursuant to the provisions of
24 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
25 Charter, and other applicable provisions of law.

26 **Section 2. Economic Development Agreement Approved.** There
27 is hereby approved, and the Mayor, or her designee, and Corporation
28 Secretary are authorized to execute and deliver, for and on behalf
29 of the City, the Agreement between the City and the Company,
30 substantially in the form placed **On File** with the Office of
31 Legislative Services (with such "technical" changes as herein

1 authorized), for the purpose of implementing the recommendations of
2 the OED, as are further described in the Project Summary attached
3 hereto as **Exhibit 1**.

4 The Agreement may include such additions, deletions and changes
5 as may be reasonable, necessary and incidental for carrying out the
6 purposes thereof, as may be acceptable to the Mayor, or her designee,
7 with such inclusion and acceptance being evidenced by execution of
8 the Agreement by the Mayor or her designee. No modification to the
9 Agreement may increase the financial obligations or the liability of
10 the City and any such modification shall be technical only and shall
11 be subject to appropriate legal review and approval of the General
12 Counsel, or his or her designee, and all other appropriate action
13 required by law. "Technical" is herein defined as including, but not
14 limited to, changes in legal descriptions and surveys, descriptions
15 of infrastructure improvements and/or any road project, ingress and
16 egress, easements and rights of way, performance schedules (provided
17 that no performance schedule may be extended for more than one year
18 without City Council approval) design standards, access and site
19 plan, which have no financial impact.

20 **Section 3. Payment of Local Training Grant.** The Local
21 Training Grant is hereby authorized and, subject to subsequent
22 appropriation by Council, the City is authorized to disburse the
23 Local Training Grant to the Company in an amount not to exceed
24 \$200,000, pursuant to and as set forth in the Agreement.

25 **Section 4. Payment of REV Grant.**

26 (a) The REV Grant shall not be deemed to constitute a debt,
27 liability, or obligation of the City or of the State of Florida or
28 any political subdivision thereof within the meaning of any
29 constitutional or statutory limitation, or a pledge of the faith and
30 credit or taxing power of the City or of the State of Florida or any
31 political subdivision thereof, but shall be payable solely from the

1 funds provided therefor as provided in this Section. The Agreement
2 shall contain a statement to the effect that the City shall not be
3 obligated to pay any installment of its financial assistance to the
4 Company except from the non-ad valorem revenues or other legally
5 available funds provided for that purpose, that neither the faith and
6 credit nor the taxing power of the City or of the State of Florida
7 or any political subdivision thereof is pledged to the payment of any
8 portion of such financial assistance, and that the Company, or any
9 person, firm or entity claiming by, through or under the Company, or
10 any other person whomsoever, shall never have any right, directly or
11 indirectly, to compel the exercise of the ad valorem taxing power of
12 the City or of the State of Florida or any political subdivision
13 thereof for the payment of any portion of such financial assistance.

14 (b) The Mayor, or her designee, is hereby authorized to and
15 shall disburse the annual installments of the REV Grant as provided
16 in this Section in accordance with this Resolution and the Agreement.

17 **Section 5. Designation of Authorized Official/OED Contract**

18 **Monitor.** The Mayor is designated as the authorized official of the
19 City for the purpose of executing and delivering any contracts and
20 documents and furnishing such information, data and documents for the
21 Agreement and related documents as may be required and otherwise to
22 act as the authorized official of the City in connection with the
23 Agreement, and is further authorized to designate one or more other
24 officials of the City to exercise any of the foregoing authorizations
25 and to furnish or cause to be furnished such information and take or
26 cause to be taken such action as may be necessary to enable the City
27 to implement the Agreement according to its terms. The OED is hereby
28 required to administer and monitor the Agreement and to handle the
29 City's responsibilities thereunder, including the City's
30 responsibilities under such Agreement working with and supported by
31 all relevant City departments.

1 **Section 6. Further Authorizations.** The Mayor, or her
2 designee, and the Corporation Secretary, are hereby authorized to
3 execute and deliver the Agreement and all other contracts and
4 documents and otherwise take all necessary action in connection
5 therewith and herewith. The Executive Director of the OED, as contract
6 administrator, is authorized to negotiate and execute all necessary
7 changes and amendments to the Agreement and other contracts and
8 documents, to effectuate the purposes of this Resolution, without
9 further Council action, provided such changes and amendments are
10 limited to amendments that are technical in nature (as described in
11 Section 2 hereof), and further provided that all such amendments
12 shall be subject to appropriate legal review and approval by the
13 General Counsel, or his or her designee, and all other appropriate
14 official action required by law.

15 **Section 7. Oversight Department.** The OED shall oversee
16 the project described herein.

17 **Section 8. Execution of Agreement.** If the Agreement
18 approved by this Resolution has not been signed by the Company within
19 ninety (90) days after the OED delivers or mails the unexecuted
20 Agreement to the Company for execution, then the City Council
21 approvals in this Resolution and authorization for the Mayor to
22 execute the Agreement are automatically revoked; provided, however,
23 that the Executive Director of the OED shall have the authority to
24 extend such ninety (90) day period in writing at his discretion for
25 up to an additional ninety (90) days.

26 **Section 9. Public Investment Policy.** This Resolution
27 conforms to the guidelines provided in the Public Investment Policy
28 adopted by City Council Ordinance 2022-726-E, as amended.

29 **Section 10. Requesting Two Reading Passage Pursuant to**
30 **Council Rule 3.305.** Two reading passage of this legislation is
31 requested pursuant to Council Rule 3.305.

1 **Section 11. Effective Date.** This Resolution shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.

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5 Form Approved:

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7 /s/Joelle J. Dillard

8 Office of General Counsel

9 Legislation Prepared By: Joelle J. Dillard

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