

1 Introduced by the Council President at the request of the Mayor and
2 Co-Sponsored by Council Member Bowman:

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5 **ORDINANCE 2020-679**

6 AN ORDINANCE APPROPRIATING \$1,130,000 FROM
7 SPECIAL EVENTS - FLORIDA GEORGIA GAME
8 CONTINGENCY TO PROVIDE FUNDING IN CONNECTION
9 WITH THE 2020 FLORIDA-GEORGIA NCAA COLLEGE
10 FOOTBALL GAME TO BE HELD AT TIAA BANK FIELD,
11 AS INITIATED BY B.T. 21-022; PURPOSE OF
12 APPROPRIATION; AUTHORIZING THE MAYOR, OR HIS
13 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
14 AND DELIVER A MEMORANDUM OF UNDERSTANDING
15 AMONG THE CITY OF JACKSONVILLE, THE UNIVERSITY
16 ATHLETIC ASSOCIATION, INC., AND THE UNIVERSITY
17 OF GEORGIA ATHLETIC ASSOCIATION, INC., TO
18 AMEND CERTAIN FINANCIAL AND OTHER TERMS AMONG
19 THE PARTIES UNDER THE EXISTING AGREEMENT AS TO
20 THE 2020 GAME ONLY; REQUESTING EMERGENCY
21 PASSAGE UPON INTRODUCTION; PROVIDING FOR
22 OVERSIGHT BY THE SPORTS AND ENTERTAINMENT
23 OFFICE; PROVIDING AN EFFECTIVE DATE.

24
25 **WHEREAS,** the City of Jacksonville ("City"), the University
26 Athletic Association, Inc. ("University of Florida"), and
27 University of Georgia Athletic Association, Inc. ("University of
28 Georgia"), have previously entered into that certain Amendment and
29 Restatement of Agreement for 2017-2021 (the "Agreement") dated
30 November 7, 2017 (the "Agreement"), whereby the City hosts the
31 annual Florida-Georgia NCAA college football game at TIAA Bank

1 Field through the 2021 game; and

2 **WHEREAS**, in October of 2019, the University of Florida, the
3 University of Georgia (collectively, the "Schools"), and the City
4 reached an agreement in principal (the "New Agreement") for the
5 City to continue hosting the annual Florida-Georgia NCAA football
6 game at TIAA Bank Field, with the revised terms commencing with the
7 2020 game and extending through the 2025 game; and

8 **WHEREAS**, as a result of the impacts of the COVID-19 pandemic,
9 the Schools and the City did not finalize the New Agreement in time
10 for the City to file legislation seeking its approval so that the
11 new economic and other terms will apply to the 2020 game; and

12 **WHEREAS**, the Schools and the City wish to enter into the MOU
13 attached hereto as **Exhibit 1** to provide for revised economic and
14 other terms as set forth therein applicable to the 2020 game, as a
15 result of the impacts COVID-19 will have on the game, including
16 reduced seating capacity at TIAA Bank Field, reduced ticket
17 revenues and reduced sponsorship opportunities and economic impact
18 activity traditionally associated with the annual game, with all
19 other terms and conditions of the current Agreement remaining
20 unchanged; and

21 **WHEREAS**, the Schools and the City will finalize the New
22 Agreement in the near future and the City will subsequently file
23 legislation seeking to authorize the City to enter into the New
24 Agreement; now therefore

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

26 **Section 1. Appropriation.** For the 2020-2021 fiscal year,
27 within the City's budget, there are hereby appropriated the
28 indicated sum(s) from the account(s) listed in subsection (a) to
29 the account(s) listed in subsection (b):

30 (B.T. 21-022, attached hereto as **Exhibit 2** and incorporated herein
31 by this reference)

1 (a) Appropriated from:
2 See B.T. 21-022 \$1,130,000

3 (b) Appropriated to:
4 See B.T. 21-022 \$1,130.000

5 (c) Explanation of Appropriation

6 The appropriation authorizes a minimum guarantee of
7 \$600,000 to each school and \$400,000 for advertising and
8 promotion for the 2021 game.

9 **Section 2. Purpose.** The purpose of the appropriation in
10 Section 1 is to provide a base payment of \$600,000 to each school
11 and \$400,000 for advertising and promotion costs for the 2021 game.

12 **Section 3. Authorization.** The Mayor, or his designee,
13 and Corporation Secretary are hereby authorized to execute and
14 deliver that certain Memorandum of Understanding for the 2020 game
15 ("MOU") between and among the City of Jacksonville ("City"), the
16 University Athletic Association, Inc., and University of Georgia
17 Athletic Association, Inc., in substantially the form attached
18 hereto as **Exhibit 1** and incorporated herein. The MOU supersedes
19 certain economic and other terms as set forth in the Agreement as
20 to the 2020 game only, and provides for each school to receive an
21 adjusted guarantee of \$600,000 (reduced from \$1,000,000 as proposed
22 for the New Agreement), providing \$400,000 in advertising and
23 promotion costs for the 2021 game, reducing the number of tickets
24 to be purchased by the City for the 2020 game from 1,000 to 300,
25 and insuring compliance with COVID-19 public gathering protocols,
26 with all others terms and conditions of the existing Agreement
27 remaining unchanged.

28 **Section 4. Requesting emergency passage upon introduction**
29 **pursuant to Council Rule 4.901 Emergency.** Emergency passage upon
30 introduction of this legislation is requested. The nature of the
31 emergency is that the Georgia-Florida game is scheduled to be

1 played at TIAA Bank Field on November 7, 2020 and the parties wish
2 to implement new economic and other terms for the 2020 game in
3 light of the proposed new agreement and as a result of the impacts
4 of COVID-19 pandemic on the 2020 game.

5 **Section 5. Oversight.** The Sports and Entertainment
6 Office shall oversee the agreement described herein.

7 **Section 6. Effective Date.** This ordinance shall become
8 effective upon signature by the Mayor or upon becoming effective
9 without the Mayor's signature.

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11 Form Approved:

12
13 /s/ John Sawyer

14 Office of General Counsel

15 Legislation prepared by: John Sawyer

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