

1 Introduced by the Council President at the request of the Mayor & Co-
2 Sponsored by Council Member Gaffney and amended by the Finance
3 Committee:
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6 **RESOLUTION 2021-889-A**

7 A RESOLUTION MAKING CERTAIN FINDINGS, AND
8 APPROVING AND AUTHORIZING THE EXECUTION OF AN
9 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
10 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
11 JOHNSON & JOHNSON VISION CARE, INC. ("COMPANY"),
12 TO SUPPORT THE EXPANSION OF THE COMPANY'S
13 EXISTING MANUFACTURING FACILITY LOCATED AT 7500
14 CENTURION PARKWAY WITHIN THE CITY ("PROJECT");
15 AUTHORIZING A TEN-YEAR RECAPTURE ENHANCED VALUE
16 (REV) GRANT OF \$7,000,000; APPROVING AND
17 AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE
18 MAYOR, OR HIS DESIGNEE, AND CORPORATION
19 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL
20 AMENDMENTS BY THE EXECUTIVE DIRECTOR OF THE
21 OFFICE OF ECONOMIC DEVELOPMENT ("OED");
22 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING A
23 DEADLINE FOR THE COMPANY TO EXECUTE THE
24 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE
25 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY
26 ORDINANCE 2016-382-E, AS AMENDED; REQUESTING
27 TWO-READING PASSAGE PURSUANT TO COUNCIL RULE
28 3.305; PROVIDING AN EFFECTIVE DATE.

29
30 **WHEREAS**, Johnson & Johnson Vision Care, Inc. (the "Company") has
31 previously entered into two economic development agreements with the

1 City in connection with expansion of its manufacturing facility
2 located at 7500 Centurion Parkway in Jacksonville (the "Project
3 Parcel"), and the Company is now proposing to expand its facility to
4 create an additional 100 permanent full-time equivalent new jobs in
5 Jacksonville with an average salary, exclusive of benefits, of at
6 least \$65,000 per annum by December 31, 2024, with an estimated new
7 capital investment of \$200,000,000, all as further described in the
8 Project Summary attached hereto as **Exhibit 1** and incorporated herein
9 by this reference; and

10 **WHEREAS**, such average wage is at least 115 percent of the Duval
11 County average annual wage; and

12 **WHEREAS**, for the reasons more fully described in the Project
13 Summary, the payment of the REV Grant in such amounts serves a
14 paramount public purpose; and

15 **WHEREAS**, the OED has reviewed the application submitted by the
16 Company for community development; and, together with representatives
17 of the City, negotiated the Agreement. Accordingly, based upon the
18 contents of the Agreement, it has been determined that the Agreement
19 and the uses contemplated therein to be in the public interest, and
20 that the public actions and financial assistance contemplated in the
21 Agreement take into account and give consideration to the long-term
22 public interests and public interest benefits to be achieved by the
23 City; and

24 **WHEREAS**, the Company has requested the City to enter into an
25 agreement in substantially the form placed **Revised On File** with the
26 Office of Legislative Services; now therefore,

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

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

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

31 (b) The location of the Company's Project in Jacksonville,

1 Florida, is more particularly described in the Agreement. The Project
2 will promote and further the public and municipal purposes of the
3 City.

4 (c) Enhancement of the City's tax base and revenues, are matters
5 of State and City policy and State and City concern in order that the
6 State and its counties and municipalities, including the City, shall
7 not continue to be endangered by unemployment, underemployment,
8 economic recession, poverty, crime and disease, and consume an
9 excessive proportion of the State and City revenues because of the
10 extra services required for police, fire, accident, health care,
11 elderly care, charity care, hospitalization, public housing and
12 housing assistance, and other forms of public protection, services
13 and facilities.

14 (d) The provision of the City's assistance as identified in the
15 Agreement is necessary and appropriate to make the Project feasible;
16 and the City's assistance is reasonable and not excessive, taking
17 into account the needs of the Company to make the Project economically
18 and financially feasible, and the extent of the public benefits
19 expected to be derived from the Project, and taking into account all
20 other forms of assistance available.

21 (e) The Company is qualified to carry out and complete the
22 construction and equipping of the Project, in accordance with the
23 Agreement.

24 (f) The authorizations provided by this Resolution are for
25 public uses and purposes for which the City may use its powers as a
26 county, municipality and as a political subdivision of the State of
27 Florida and may expend public funds, and the necessity in the public
28 interest for the provisions herein enacted is hereby declared as a
29 matter of legislative determination.

30 (g) This Resolution is adopted pursuant to the provisions of
31 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's

1 Charter, and other applicable provisions of law.

2 **Section 2. Economic Development Agreement Approved.** There
3 is hereby approved, and the Mayor and Corporation Secretary are
4 authorized to execute and deliver, for and on behalf of the City, an
5 agreement between the City and the Company, substantially in the form
6 placed **Revised On File** with the Office of Legislative Services (with
7 such "technical" changes as herein authorized), for the purpose of
8 implementing the recommendations of the OED, as are further described
9 in the Project Summary attached hereto as **Exhibit 1**.

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

26 **Section 3. Payment of REV Grant.**

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

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

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

18 **Section 4. Designation of Authorized Official/OED Contract**
19 **Monitor.** The Mayor is designated as the authorized official of the
20 City for the purpose of executing and delivering any contracts and
21 documents and furnishing such information, data and documents for the
22 Agreement and related documents as may be required and otherwise to
23 act as the authorized official of the City in connection with the
24 Agreement, and is further authorized to designate one or more other
25 officials of the City to exercise any of the foregoing authorizations
26 and to furnish or cause to be furnished such information and take or
27 cause to be taken such action as may be necessary to enable the City
28 to implement the Agreement according to its terms. The OED is hereby
29 required to administer and monitor the Agreement and to handle the
30 City's responsibilities thereunder, including the City's
31 responsibilities under such Agreement working with and supported by

1 all relevant City departments.

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

16 **Section 6. Oversight Department.** The OED shall oversee the
17 Project described herein.

18 **Section 7. Execution of Agreement.** If the Agreement
19 approved by this Resolution has not been signed by the Company within
20 ninety (90) days after the OED delivers or mails the unexecuted
21 Agreement to the Company for execution, then the City Council
22 approvals in this Resolution and authorization for the Mayor to
23 execute the Agreement are automatically revoked; provided, however,
24 that the Executive Director of the OED shall have the authority to
25 extend such ninety (90) day period in writing at his discretion for
26 up to an additional ninety (90) days.

27 **Section 8. Public Investment Policy.** This Resolution
28 conforms to the guidelines provided in the Public Investment Policy
29 adopted by City Council Ordinance 2016-382-E, as amended.

30 **Section 9. Requesting Two Reading Passage Pursuant to**
31 **Council Rule 3.305.** Two reading passage of this legislation is

1 requested pursuant to Council Rule 3.305.

2 **Section 10. Effective Date.** This Resolution 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/ Paige H. Johnston

9 Office of General Counsel

10 Legislation Prepared By: John Sawyer

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