

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:

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6 **ORDINANCE 2022-405-E**

7 AN ORDINANCE APPROVING AND AUTHORIZING THE
8 MAYOR, OR HIS DESIGNEE, AND CORPORATION
9 SECRETARY TO EXECUTE AND DELIVER GLOBAL
10 AMENDMENT TWO TO ECONOMIC DEVELOPMENT AGREEMENTS
11 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
12 THOSE BUSINESSES SET FORTH ON **REVISED EXHIBIT 1**
13 ATTACHED HERETO, AMENDING THE AGREEMENTS SET
14 FORTH ON **REVISED EXHIBIT 1** ATTACHED HERETO TO
15 PERMIT CERTAIN GEOGRAPHICAL CONDITIONS FOR
16 INCENTIVES GRANTED IN THE AGREEMENTS TO BE
17 FULFILLED BY EMPLOYEES WORKING REMOTELY DUE TO
18 COVID-19 WHO RESIDED IN THE METROPOLITAN
19 STATISTICAL AREA (COMPRISED OF DUVAL COUNTY,
20 CLAY COUNTY, ST. JOHNS COUNTY, NASSAU COUNTY AND
21 BAKER COUNTY); REQUIRING BACKUP DOCUMENTATION TO
22 BE PROVIDED TO THE OFFICE OF ECONOMIC
23 DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

24
25 **WHEREAS**, the City and those businesses set forth on **Revised**
26 **Exhibit 1**, labeled as "Revised Exhibit 1, Rev List, June 21, 2022 -
27 NCSPHS" attached hereto (each, a "Company"), previously entered into
28 those certain respective agreements set forth on **Revised Exhibit 1**,
29 labeled as "Revised Exhibit 1, Rev List, June 21, 2022 - NCSPHS"
30 attached hereto (each, an "Agreement"), as authorized by the
31 respective Ordinances and Resolutions set forth on **Revised Exhibit**

1 1, labeled as "Revised Exhibit 1, Rev List, June 21, 2022 - NCSPHS"
2 attached hereto;

3 **WHEREAS**, each Agreement provides for certain incentives to the
4 respective Company in connection with such Company's Project as
5 defined in such Agreement (the "Project"), all as more particularly
6 set forth in each respective Agreement in accordance with its terms
7 (the "Incentives"); and

8 **WHEREAS**, each Agreement requires, as a condition precedent to
9 the Incentives, that the respective Company create certain new jobs
10 (the "New Jobs") and that the New Jobs and the employees filling the
11 New Jobs be located at certain and particular locations (the
12 "Geographical Condition"); and

13 **WHEREAS**, due to the impacts resulting from the COVID-19
14 pandemic, including limitations with regard to workforce density and
15 implementation of other protective measures, the City enacted
16 Ordinance 2021-449-E and approved Global Amendment One to Economic
17 Development Agreements which authorized certain employees working
18 remotely to count with respect to the New Jobs under each Agreement
19 for calendar years 2020 and 2021, provided certain conditions were
20 met; and

21 **WHEREAS**, the City has been requested to continue to allow such
22 employees working remotely to count with respect to the New Jobs
23 through the end of the term of each Agreement respectively; and

24 **WHEREAS**, the City has been requested to enter into Global
25 Amendment Two to Economic Development Agreements in substantially the
26 form attached hereto as **Revised Exhibit 2**, labeled as "Revised Exhibit
27 2, Rev Amd 2, June 21, 2022 - NCSPHS"; now therefore,

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

29 **Section 1. Approval and authorization to execute Global**
30 **Amendment Two to Economic Development Agreement approved.** There is
31 hereby approved, and the Mayor or his designee and Corporation

1 Secretary are authorized to execute and deliver on behalf of the City
2 a Global Amendment Two to Economic Development Agreement
3 ("Amendment") between the City and each Company, in substantially the
4 form attached hereto as **Revised Exhibit 2**, labeled as "Revised Exhibit
5 2, Rev Amd 2, June 21, 2022 - NCSPHS". The Amendment permits the
6 Company to satisfy the Geographical Condition to the Incentives
7 through the end of the term of the respective Agreement, if the
8 Company is able to demonstrate to the City that the employee filling
9 the New Job resided within the geographical borders of the
10 Metropolitan Statistical Area (comprised of Duval County, Clay
11 County, St. Johns County, Nassau County and Baker County), and such
12 New Job was based, but not necessarily located, at the Project Parcel
13 (as defined in the respective Agreement), with all other terms and
14 conditions of the Agreement remaining unchanged. The Agreement also
15 requires the Company to provide any and all records and back-up
16 documentation reasonably requested by the City in order to verify the
17 residency of the Company's employees and the location of the New
18 Jobs. The foregoing shall not be construed as a waiver or modification
19 of any other conditions or requirements under the Agreement with
20 respect to the Incentives or otherwise.

21 **Section 2. Oversight Department.** The OED shall oversee
22 the Agreement and each respective Project.

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

26 Form Approved:

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28 /s/ Paige H. Johnston

29 Office of General Counsel

30 Legislation prepared by: Joelle J. Dillard