

1 Introduced by the Council President at the request of the Mayor:
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4 **RESOLUTION 2024-946**

5 A RESOLUTION MAKING CERTAIN FINDINGS, AND
6 APPROVING AND AUTHORIZING THE EXECUTION OF AN
7 ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT")
8 AMONG THE CITY OF JACKSONVILLE ("CITY"),
9 DOWNTOWN INVESTMENT AUTHORITY ("DIA") AND
10 PROJECT BLUE SKY ("COMPANY"), TO SUPPORT THE
11 RELOCATION OF COMPANY'S INTERNATIONAL
12 HEADQUARTERS AT A TO BE DETERMINED LOCATION
13 WITHIN THE SOUTHSIDE COMMUNITY REDEVELOPMENT
14 AREA OF JACKSONVILLE, FLORIDA ("PROJECT");
15 AUTHORIZING A FIFTEEN-YEAR RECAPTURE ENHANCED
16 VALUE (REV) GRANT NOT TO EXCEED \$2,300,000;
17 AUTHORIZING A LOCAL TRAINING GRANT IN AN AMOUNT
18 NOT TO EXCEED \$1,200,000; AUTHORIZING A LOCAL
19 TARGETED INDUSTRY EMPLOYMENT GRANT IN AN AMOUNT
20 NOT TO EXCEED \$750,000; APPROVING AND
21 AUTHORIZING THE EXECUTION OF DOCUMENTS BY THE
22 MAYOR, OR HER DESIGNEE, AND CORPORATION
23 SECRETARY; AUTHORIZING APPROVAL OF TECHNICAL
24 AMENDMENTS BY THE CHIEF EXECUTIVE OFFICER OF THE
25 DOWNTOWN INVESTMENT AUTHORITY ("DIA");
26 PROVIDING FOR OVERSIGHT BY THE DIA; PROVIDING A
27 DEADLINE FOR THE COMPANY TO EXECUTE THE
28 AGREEMENT; WAIVER OF THAT PORTION OF THE PUBLIC
29 INVESTMENT POLICY ADOPTED BY ORDINANCE 2024-286-
30 E, REGARDING CERTAIN REQUIREMENTS FOR EACH OF
31 THE LOCAL TRAINING GRANT AND LOCAL TARGETED

1 INDUSTRY EMPLOYMENT GRANT; REQUESTING TWO-
2 READING PASSAGE PURSUANT TO COUNCIL RULE 3.305;
3 PROVIDING AN EFFECTIVE DATE.
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5 **WHEREAS**, Section 288.075, Florida Statutes, allows certain
6 confidentiality regarding economic development projects and Company
7 has requested confidentiality in accordance with such law and the DIA
8 has approved the Project Blue Sky international headquarters
9 relocation and job creation ("Project") and advised that the Economic
10 Development Agreement in substantially the form placed **On File** with
11 the Legislative Services Division ("Economic Development Agreement")
12 is necessary to effectuate the Project; and

13 **WHEREAS**, Project Blue Sky ("Company"), a Targeted Industry
14 Company, has committed to relocating its international headquarters
15 to the Southside Community Redevelopment Area in downtown,
16 Jacksonville, with an anticipated capital investment of \$20,000,000,
17 and has committed to retain 600 existing jobs, and create 150 new
18 jobs with an average salary, exclusive of benefits, of \$118,000 by
19 December 31, 2031, and such wage is greater than the State of Florida
20 average wage as determined by the Florida Department of Commerce; and

21 **WHEREAS**, the Company has requested and the City has agreed to
22 provide public investment in Project in the form of: (i) a 15-year,
23 75% REV Grant in the maximum amount of \$2,300,000; (ii) a Local
24 Training Grant in the maximum amount of \$1,200,000, calculated as
25 \$2,000 per employees trained, capped at 600 employees; and (iii) a
26 Local Targeted Industry Employment Grant in the maximum amount of
27 \$750,000, calculated as \$5,000 per new job created, capped at 150 new
28 jobs, with a minimum average wage of \$118,000; and

29 **WHEREAS**, the DIA has reviewed the application submitted by the
30 Company for community development, and, together with representatives
31 of the City, negotiated an Economic Development Agreement in

1 substantially the form placed **On File** with the Legislative Services
2 Division (the "Agreement"). Accordingly, based upon the contents of
3 the Agreement, it has been determined that the Agreement and the uses
4 contemplated therein to be in the public interest, and that the public
5 actions and financial assistance contemplated in the Agreement take
6 into account and give consideration to the long-term public interests
7 and public interest benefits to be achieved by the City; and

8 **WHEREAS**, the DIA has approved its resolutions 2024-10-06 and
9 2024-11-14 (collectively, the "Resolutions"), said Resolutions being
10 attached hereto as **Exhibit 1**; and

11 **WHEREAS**, the Company has requested the City to enter into the
12 Agreement in substantially the form placed **On File** with the
13 Legislative Services Division; now therefore,

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

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

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

18 (b) The location of the Company's Project in Jacksonville,
19 Florida, is more particularly described in the Agreement. The Project
20 will promote and further the public and municipal purposes of the
21 City.

22 (c) Enhancement of the City's tax base and revenues, are matters
23 of State and City policy and State and City concern in order that the
24 State and its counties and municipalities, including the City, shall
25 not continue to be endangered by unemployment, underemployment,
26 economic recession, poverty, crime and disease, and consume an
27 excessive proportion of the State and City revenues because of the
28 extra services required for police, fire, accident, health care,
29 elderly care, charity care, hospitalization, public housing and
30 housing assistance, and other forms of public protection, services
31 and facilities.

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

8 (e) The Company is qualified to carry out and complete the
9 construction and equipping of the Project, in accordance with the
10 Agreement.

11 (f) The authorizations provided by this Resolution are for
12 public uses and purposes for which the City may use its powers as a
13 county, municipality and as a political subdivision of the State of
14 Florida and may expend public funds, and the necessity in the public
15 interest for the provisions herein enacted is hereby declared as a
16 matter of legislative determination.

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

20 **Section 2. Economic Development Agreement Approved.** There
21 is hereby approved, and the Mayor and Corporation Secretary are
22 authorized to execute and deliver, for and on behalf of the City, the
23 Agreement between the City and the Company, substantially in the form
24 placed **On File** with the Legislative Services Division (with such
25 "technical" changes as herein authorized), for the purpose of
26 implementing the recommendations of the DIA.

27 The Agreement may include such additions, deletions and changes
28 as may be reasonable, necessary and incidental for carrying out the
29 purposes thereof, as may be acceptable to the Mayor, or her designee,
30 with such inclusion and acceptance being evidenced by execution of
31 the Agreement by the Mayor or her designee. No modification to the

1 Agreement may increase the financial obligations or the liability of
2 the City and any such modification shall be technical only and shall
3 be subject to appropriate legal review and approval of the General
4 Counsel, or his or her designee, and all other appropriate action
5 required by law. "Technical" is herein defined as including, but not
6 limited to, changes in legal descriptions and surveys, descriptions
7 of infrastructure improvements and/or any road project, ingress and
8 egress, easements and rights of way, performance schedules (provided
9 that no performance schedule may be extended for more than one year
10 without City Council approval) design standards, access and site
11 plan, which have no financial impact.

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

13 (a) The REV Grant shall not be deemed to constitute a debt,
14 liability, or obligation of the City or of the State of Florida or
15 any political subdivision thereof within the meaning of any
16 constitutional or statutory limitation, or a pledge of the faith and
17 credit or taxing power of the City or of the State of Florida or any
18 political subdivision thereof, but shall be payable solely from the
19 funds provided therefor as provided in this Section. The Agreement
20 shall contain a statement to the effect that the City shall not be
21 obligated to pay any installment of its financial assistance to the
22 Company except from the non-ad valorem revenues or other legally
23 available funds provided for that purpose, that neither the faith and
24 credit nor the taxing power of the City or of the State of Florida
25 or any political subdivision thereof is pledged to the payment of any
26 portion of such financial assistance, and that the Company, or any
27 person, firm or entity claiming by, through or under the Company, or
28 any other person whomsoever, shall never have any right, directly or
29 indirectly, to compel the exercise of the ad valorem taxing power of
30 the City or of the State of Florida or any political subdivision
31 thereof for the payment of any portion of such financial assistance.

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

4 **Section 4. Payment of Local Training Grant.** The Local
5 Training Grant is hereby authorized and, subject to subsequent
6 appropriation by Council, the City is authorized to disburse the
7 Local Training Grant to the Company in an amount not to exceed
8 \$1,200,000, pursuant to and as set forth in the Agreement.

9 **Section 5. Local Targeted Industry Employment Grant.** The
10 Local Targeted Industry Employment Grant is hereby authorized and,
11 subject to subsequent appropriation by Council, the City is authorized
12 to disburse the Local Targeted Industry Employment Grant to the
13 Company in an amount not to exceed \$750,000, pursuant to and as set
14 forth in the Agreement.

15 **Section 6. Designation of Authorized Official/DIA Contract**
16 **Monitor.** The Mayor is designated as the authorized official of the
17 City for the purpose of executing and delivering any contracts and
18 documents and furnishing such information, data and documents for the
19 Agreement and related documents as may be required and otherwise to
20 act as the authorized official of the City in connection with the
21 Agreement, and is further authorized to designate one or more other
22 officials of the City to exercise any of the foregoing authorizations
23 and to furnish or cause to be furnished such information and take or
24 cause to be taken such action as may be necessary to enable the City
25 to implement the Agreement according to its terms. The DIA is hereby
26 required to administer and monitor the Agreement and to handle the
27 City's responsibilities thereunder, including the City's
28 responsibilities under such Agreement working with and supported by
29 all relevant City departments.

30 **Section 7. Further Authorizations.** The Mayor, or her
31 designee, and the Corporation Secretary, are hereby authorized to

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

13 **Section 8. Oversight Department.** The DIA shall oversee the
14 Project described herein.

15 **Section 9. Waiver of Public Investment Policy.** The
16 requirements of the Public Investment Policy ("PIP") adopted by City
17 Council Ordinance 2024-286-E are waived to authorize the Local
18 Training Grant to be paid in the amount of \$2,000 (exceeding the
19 \$1,000 per employee maximum amount) per employee trained, exceed the
20 \$200,000 maximum grant amount, and to authorize training for existing
21 employees. The waiver is justified due to the fact that the proposed
22 Project is expected to generate a private capital investment of
23 approximately \$20,000,000 and increase ad valorem taxes payable to
24 the City and Duval County School Board, retain 600 jobs and create
25 150 new jobs with an average annual salary of \$118,000.

26 **Section 10. Requesting Two Reading Passage Pursuant to**
27 **Council Rule 3.305.** Two reading passage of this legislation is
28 requested pursuant to Council Rule 3.305.

29 **Section 11. Effective Date.** This Resolution shall become
30 effective upon signature by the Mayor or upon becoming effective
31 without the Mayor's signature.

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2 Form Approved:

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4 _____/s/ John Sawyer_____

5 Office of General Counsel

6 Legislation Prepared By: John Sawyer

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