

1 Introduced by the Council President at the request of the Mayor:  
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4 **RESOLUTION 2021-63**

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 ROBALO ("COMPANY"), TO SUPPORT THE  
10 CREATION OF COMPANY'S OPERATIONS AT A NEW  
11 LEASEHOLD FACILITY LOCATED AT A TO-BE-  
12 DETERMINED LOCATION WITHIN THE CITY  
13 ("PROJECT"); AUTHORIZING A TEN-YEAR RECAPTURE  
14 ENHANCED VALUE (REV) GRANT OF \$260,000;  
15 APPROVING AND AUTHORIZING THE EXECUTION OF  
16 DOCUMENTS BY THE MAYOR, OR HIS DESIGNEE, AND  
17 CORPORATION SECRETARY; AUTHORIZING APPROVAL OF  
18 TECHNICAL AMENDMENTS BY THE EXECUTIVE DIRECTOR  
19 OF THE OFFICE OF ECONOMIC DEVELOPMENT ("OED");  
20 PROVIDING FOR OVERSIGHT BY THE OED; PROVIDING  
21 A DEADLINE FOR THE COMPANY TO EXECUTE THE  
22 AGREEMENT; AFFIRMING THE PROJECT'S COMPLIANCE  
23 WITH THE PUBLIC INVESTMENT POLICY ADOPTED BY  
24 ORDINANCE 2016-382-E, AS AMENDED; REQUESTING  
25 TWO-READING PASSAGE PURSUANT TO COUNCIL RULE  
26 3.305; PROVIDING AN EFFECTIVE DATE.

27  
28 **WHEREAS**, Section 288.075, Florida Statutes, allows certain  
29 confidentiality regarding economic development projects and Company  
30 has requested confidentiality in accordance with such law and the  
31 OED has approved the Robalo Project and advised that the Economic

1 Development Agreement is necessary to effectuate the Project; and

2 **WHEREAS,** Project Robalo (the "Company") has committed to  
3 create 25 permanent full-time equivalent new jobs in Jacksonville  
4 with an average salary, exclusive of benefits, of approximately  
5 \$49,472 per annum by December 31, 2023, all as further described in  
6 the Project Summary attached hereto as **Exhibit 1** and incorporated  
7 herein by this reference; and

8 **WHEREAS,** such average salary is equal to 100% of the average  
9 private-sector wage in the State effective as of January 1, 2020;  
10 and

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

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

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

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

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

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

30 (b) The location of the Company's Project in Jacksonville,  
31 Florida, is more particularly described in the Agreement. The

1 Project will promote and further the public and municipal purposes  
2 of the City.

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

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

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

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

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

1           **Section 2.           Economic    Development    Agreement    Approved.**

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

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

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

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

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

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

21 **Section 4. Designation of Authorized Official/OED**  
22 **Contract Monitor.** The Mayor is designated as the authorized  
23 official of the City for the purpose of executing and delivering  
24 any contracts and documents and furnishing such information, data  
25 and documents for the Agreement and related documents as may be  
26 required and otherwise to act as the authorized official of the  
27 City in connection with the Agreement, and is further authorized to  
28 designate one or more other officials of the City to exercise any  
29 of the foregoing authorizations and to furnish or cause to be  
30 furnished such information and take or cause to be taken such  
31 action as may be necessary to enable the City to implement the

1 Agreement according to its terms. The OED is hereby required to  
2 administer and monitor the Agreement and to handle the City's  
3 responsibilities thereunder, including the City's responsibilities  
4 under such Agreement working with and supported by all relevant  
5 City departments.

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

20 **Section 6. Oversight Department.** The OED shall oversee  
21 the Project described herein.

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

31 **Section 8. Public Investment Policy.** This Resolution

