

1 Introduced by the Council President at the Request of the Mayor and  
2 Council Member Hazouri:

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5 **ORDINANCE 2020-235**

6 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
7 ACCEPTING AND APPROPRIATING: (1)  
8 \$146,550,942.50 OF CARES ACT GRANT FUNDING  
9 RECEIVED FROM THE U.S. DEPARTMENT OF TREASURY TO  
10 THE GENERAL FUND - GENERAL SERVICE DISTRICT  
11 (\$40,025,000 OF THE CARES GRANT TO BE DISBURSED  
12 TO ELIGIBLE CITIZENS OF DUVAL COUNTY PURSUANT TO  
13 THE COVID-19 MORTGAGE, RENT AND UTILITY RELIEF  
14 PROGRAM AUTHORIZED HEREBY, \$35,525,942.50 OF THE  
15 CARES GRANT TO PROVIDE FUNDING TO ESTABLISH AND  
16 OPERATE COVID-19 TESTING AND OTHER HEALTH NEEDS  
17 SITES WITHIN DUVAL COUNTY, \$17,000,000 FROM THE  
18 CARES GRANT TO FULLY FUND THE COVID-19 SMALL  
19 BUSINESS RELIEF AND EMPLOYEE RETENTION GRANT  
20 PROGRAM AS PREVIOUSLY AUTHORIZED BY ORDINANCE  
21 2020-201-E, \$9,000,000 OF CARES GRANT FUNDING TO  
22 THE GENERAL FUND TO REIMBURSE THE CITY FOR THE  
23 COSTS OF THE COVID-19 SMALL BUSINESS RELIEF AND  
24 EMPLOYEE RETENTION GRANT PROGRAM PREVIOUSLY  
25 AUTHORIZED BY ORDINANCE 2020-201-E, \$25,000,000  
26 OF CARES GRANT FUNDING ("COVID-19 RESPONSE  
27 FUNDS") TO PROVIDE FUNDING DUE TO ECONOMIC HARM  
28 AND INCREASED EXPENDITURES INCURRED BY THE CITY  
29 AS A RESULT OF THE ECONOMIC IMPACT OF COVID-19  
30 RESPONSE MEASURES, THE COST TO THE CITY OF THE

1 WAIVERS AUTHORIZED HEREIN AND LOSS OF RENTAL  
2 REVENUES, \$4,000,000 OF WHICH WILL BE USED TO  
3 REIMBURSE FOR THE COST OF THE MOBILITY FEE  
4 MORATORIUM AUTHORIZED HEREIN, AND \$5,000,000 OF  
5 WHICH WILL BE USED TO REIMBURSE FOR THE COST OF  
6 THE BUILDING INSPECTION FEE MORATORIUM  
7 AUTHORIZED HEREIN, AND \$20,000,000 OF CARES  
8 GRANT FUNDING (THE "BUSINESS GRANT FUNDS") TO  
9 PROVIDE ADDITIONAL FUNDING TO FOR-PROFIT AND  
10 NON-PROFIT BUSINESSES WITHIN DUVAL COUNTY  
11 NEGATIVELY IMPACTED BY COVID-19 RESPONSE  
12 MEASURES, SUBJECT TO FUTURE APPROPRIATION BY  
13 COUNCIL, WITH ALL OF THE FOREGOING  
14 APPROPRIATIONS AS INITIATED BY B.T. 20-067), AND  
15 (2) \$12,500,000 OF CARES ACT GRANT FUNDING  
16 RECEIVED FROM THE U.S. DEPARTMENT OF TREASURY TO  
17 THE COVID-19 EMERGENCY INCIDENTS ACCOUNT FOR  
18 ANTICIPATED CITY COSTS NOT REIMBURSED BY THE  
19 FEDERAL EMERGENCY MANAGEMENT AGENCY AND/OR THE  
20 STATE OF FLORIDA RELATED TO THE COVID-19  
21 EMERGENCY (COLLECTIVELY, IN THE AMOUNT OF  
22 \$159,050,942.50, THE "CARES GRANT"); PURPOSE OF  
23 APPROPRIATIONS; PROVIDING A CARRYOVER OF FUNDS  
24 FROM YEAR TO YEAR UNTIL SUCH FUNDS ARE EXPENDED  
25 OR LAPSE, AND PROVIDING THAT ANY CARES GRANT  
26 FUNDING NOT EXPENDED PURSUANT TO THIS ORDINANCE  
27 BY NOVEMBER 1, 2020 SHALL REVERT TO THE FUND OF  
28 ORIGIN FOR REAPPROPRIATION FOR AUTHORIZED  
29 EXPENDITURES UNDER THE TERMS OF THE CARES GRANT;  
30 WAIVING PORTIONS OF SECTION 106.304 (MAYOR'S  
31 TRANSFER POWER), SUBPART A (GENERAL PROVISIONS),

1 PART 3 (APPROPRIATIONS), CHAPTER 106 (BUDGET AND  
2 ACCOUNTING CODE), *ORDINANCE CODE*, TO AUTHORIZE  
3 THE MAYOR TO TRANSFER THE \$25,000,000 OF COVID-  
4 19 RESPONSE FUNDS WITHOUT FURTHER COUNCIL  
5 ACTION; AUTHORIZING THE CITY TO DISBURSE  
6 MORTGAGE, RENT AND UTILITY RELIEF PROGRAM GRANTS  
7 IN ACCORDANCE WITH THE CRITERIA AUTHORIZED  
8 HEREIN; WAIVING PORTIONS OF SECTION 655.503  
9 (MOBILITY FEE REQUIREMENT, CERTIFICATE,  
10 APPLICATION PROCESS AND CALCULATION), PART 5  
11 (MOBILITY FEE), CHAPTER 655 (CONCURRENCY AND  
12 MOBILITY MANAGEMENT SYSTEM), *ORDINANCE CODE*, TO  
13 AUTHORIZE A TEMPORARY WAIVER, UNDER CERTAIN  
14 CIRCUMSTANCES, OF MOBILITY FEES FOR 6 MONTHS AND  
15 A PARTIAL WAIVER FOR AN ADDITIONAL 3 MONTHS;  
16 PROVIDING FOR A REQUIREMENT OF CERTIFICATE OF  
17 OCCUPANCY BY DATE CERTAIN FOR PROJECTS  
18 BENEFITTED BY THE MOBILITY FEE WAIVERS;  
19 ESTABLISHING A SIX MONTH MORATORIUM ON THE  
20 FOLLOWING PERMIT, INSPECTION AND APPLICATION  
21 FEES AS TO: (1) THE BUILDING CODE, SECTION  
22 320.402 (APPLICATION FOR PERMIT), PART 4  
23 (PERMITS), CHAPTER 320 (GENERAL PROVISIONS), AND  
24 SECTION 320.409 (SCHEDULE OF PERMIT FEES), PART  
25 4 (PERMITS), CHAPTER 320 (GENERAL PROVISIONS);  
26 (2) THE CODE OF SUBDIVISION REGULATIONS, SECTION  
27 654.108(E) (APPROVAL OF PRELIMINARY SITE PLAN;  
28 PROCEDURES FOR APPROVAL OF PRELIMINARY AND FINAL  
29 ENGINEERING PLANS FOR REQUIRED IMPROVEMENTS),  
30 AND SECTION 654.138(A), (C) AND (D) (FEES), EACH  
31 OF CHAPTER 654 (CODE OF SUBDIVISION

1 REGULATIONS); (3) CHAPTER 744 (STREET  
2 CONSTRUCTION REGULATIONS), SECTION 744.110  
3 (STREET EXCAVATIONS; WORK IN RIGHTS-OF-WAY;  
4 PERMIT; VIOLATIONS, CIVIL PENALTIES,  
5 ENFORCEMENT AND ABATEMENT); (4) THE ZONING CODE,  
6 SECTION 656.109 (ADMINISTRATION AND  
7 ENFORCEMENT; INTERPRETATION OF ZONING CODE;  
8 ADMINISTRATIVE), SUBPART B (ADMINISTRATION),  
9 PART 1 (GENERAL PROVISIONS); (5) THE ZONING  
10 CODE, SECTION 656.121 (INITIATION OF AMENDMENTS  
11 TO THE ZONING CODE), SUBPART C (PROCEDURES FOR  
12 REZONING AND AMENDMENTS TO THE ZONING CODE),  
13 PART 1 (GENERAL PROVISIONS); (6) THE ZONING  
14 CODE, SECTION 656.147 (SCHEDULE OF FEES),  
15 SUBPART D (ZONING EXCEPTIONS, VARIANCES AND  
16 WAIVERS, AMENDMENTS TO FINAL ORDER, APPEALS OF  
17 WRITTEN INTERPRETATIONS OF THE DIRECTOR AND  
18 APPEALS OF FINAL ORDERS OF THE COMMISSION), PART  
19 1 (GENERAL PROVISIONS); (7) THE ZONING CODE,  
20 SECTION 656.152(B) (CERTIFICATE OF USE  
21 APPLICATION FEE), SUBPART E (CERTIFICATES OF  
22 USE), PART 1 (GENERAL PROVISIONS); (8) THE  
23 ZONING CODE, SECTION 656.1206 (PERMIT PROCEDURE  
24 AND CRITERIA FOR TREE REMOVAL, RELOCATION AND  
25 REPLACEMENT OF PROTECTED TREES), SUBPART B (TREE  
26 PROTECTION), PART 12 (LANDSCAPE AND TREE  
27 PROTECTION REGULATIONS); (9) COMPREHENSIVE  
28 PLANNING, SECTION 650.413 (SCHEDULE OF FEES),  
29 PART 4 (AMENDMENTS TO THE COMPREHENSIVE PLAN),  
30 CHAPTER 650; (10) SOLID WASTE MANAGEMENT,  
31 SECTION 380.303 (RATES FOR DISPOSAL), PART 3

1 (GARBAGE DISPOSAL), SOLELY AS TO TIPPING FEES  
2 CHARGED DIRECTLY TO CUSTOMERS AT THE TRAIL RIDGE  
3 LANDFILL, AND NOT THOSE FEES INCLUDED IN THE  
4 SOLID WASTE USER FEES; (11) JACKSONVILLE FIRE  
5 AND RESCUE DEPARTMENT, SECTION 123.102 (FEES  
6 ESTABLISHED), PART 1 (IN GENERAL), CHAPTER 123  
7 (PUBLIC FEES), SOLELY AS TO FIRE AND RESCUE PLAN  
8 REVIEWS FEES; AUTHORIZING AN UP TO SIX MONTH  
9 MORATORIUM ON THE COLLECTION OF RENT, ADDITIONAL  
10 RENT, AND OTHER SUMS OWED BY ELIGIBLE TENANTS OR  
11 LICENSEES UNDER ANY LEASE OR LICENSE AGREEMENT  
12 TO WHICH THE CITY IS A PARTY AS LANDLORD OR  
13 LICENSOR FOR TENANTS AND LICENSEES NEGATIVELY  
14 IMPACTED BY COVID-19; ESTABLISHING A SIX MONTH  
15 MORATORIUM ON LOAN PAYMENTS FOR ELIGIBLE  
16 BORROWERS OF THE CITY PURSUANT TO EXISTING LOAN  
17 DOCUMENTS BETWEEN THE BORROWER AND THE CITY FOR  
18 BORROWERS NEGATIVELY IMPACTED BY COVID-19;  
19 WAIVING SECTION 122.202 (PARKING RATES AT  
20 MUNICIPAL PARKING LOTS), PART 2 (MUNICIPAL  
21 PARKING LOTS), CHAPTER 122 (PUBLIC PROPERTY),  
22 *ORDINANCE CODE*, TO AUTHORIZE THE CEO OF THE  
23 DOWNTOWN INVESTMENT AUTHORITY TO ESTABLISH  
24 DISCOUNT PARKING RATES AT CITY-OWNED PARKING  
25 FACILITIES FOR INDIVIDUALS AND BUSINESSES  
26 NEGATIVELY IMPACTED BY COVID-19; WAIVER OF  
27 PORTIONS OF SECTION 662.104 (FEES AUTHORIZED IN  
28 CERTAIN INSTANCES), CHAPTER 662 (LIBRARY SYSTEM  
29 AND SERVICES), TO WAIVE COLLECTION OF  
30 OUTSTANDING DUVAL COUNTY PUBLIC LIBRARY FINES  
31 CURRENTLY DUE AND PAYABLE, AND PROVIDING FOR

1 TWELVE-MONTH RETROACTIVE APPLICABILITY AS TO  
2 FORGIVENESS OF OUTSTANDING LIBRARY FINES;  
3 PROVIDING FOR MONTHLY REPORTING TO COUNCIL;  
4 APPROVING AND AUTHORIZING THE MAYOR OR HIS  
5 DESIGNEE AND CORPORATION SECRETARY TO EXECUTE  
6 AND DELIVER AN AGREEMENT ("AGREEMENT") WITH  
7 FIDELITY NATIONAL INFORMATION SERVICES, INC.  
8 ("FIS") TO PROVIDE PAY CARDS TO THE CITY TO  
9 DISBURSE TO ELIGIBLE RECIPIENTS UNDER THE COVID-  
10 19 MORTGAGE, RENT AND UTILITY RELIEF PROGRAM,  
11 AND OTHERWISE TAKE ALL NECESSARY ACTION TO  
12 EFFECTUATE THE PURPOSES OF THE AGREEMENT AND  
13 THIS ORDINANCE; INVOKING THE EXCEPTION OF  
14 126.107(G) (EXEMPTIONS), CHAPTER 126  
15 (PROCUREMENT CODE), *ORDINANCE CODE*, TO DIRECT  
16 CONTRACT WITH FIDELITY NATIONAL INFORMATION  
17 SERVICES, INC. ("FIS") TO PROVIDE PAYMENT CARDS  
18 TO THE CITY TO BE PROVIDED TO APPROVED GRANT  
19 RECIPIENTS UNDER THE COVID-19 MORTGAGE, RENT AND  
20 UTILITY RELIEF PROGRAM; REQUESTING THAT THE  
21 FINANCE AND ADMINISTRATION DEPARTMENT AND OFFICE  
22 OF ECONOMIC DEVELOPMENT OVERSEE THE COVID-19  
23 MORTGAGE, RENT AND UTILITY RELIEF PROGRAM, AND  
24 THE DOWNTOWN INVESTMENT AUTHORITY TO OVERSEE THE  
25 DISCOUNT PARKING PROGRAM AUTHORIZED HEREIN;  
26 REQUESTING INTRODUCTORY EMERGENCY PASSAGE;  
27 PROVIDING AN EFFECTIVE DATE.

28  
29 **WHEREAS**, the Novel Coronavirus Disease 2019 ("COVID-19") is a  
30 severe, acute respiratory illness that can spread among humans through  
31 respiratory transmission and presents with symptoms similar to those

1 of influenza; and

2 **WHEREAS**, the World Health Organization previously declared  
3 COVID-19 a public health emergency of international concern; and

4 **WHEREAS**, on March 9, 2020 the Governor of the State of Florida  
5 declared a state of emergency exists in the State of Florida in regard  
6 of COVID-19; and

7 **WHEREAS**, on March 13, 2020, Mayor Lenny Curry of the City of  
8 Jacksonville proclaimed and declared a state of emergency exists in  
9 Duval County associated with COVID-19; and

10 **WHEREAS**, also on March 13, 2020, President Donald J. Trump  
11 declared a national emergency to combat COVID-19; and

12 **WHEREAS**, as elsewhere in the country, the citizens and  
13 businesses of Duval County are suffering severe economic impacts  
14 stemming in part from national, state and local measures closing  
15 certain businesses, public schools, public beaches, imposing  
16 emergency work-at-home requirements and limiting public gatherings  
17 (the "Emergency Measures") in an effort to slow the infection rate  
18 of COVID-19; and

19 **WHEREAS**, as a result of COVID-19 and the resulting Emergency  
20 Measures, the City desires to provide \$1,000 COVID-19 Mortgage, Rent  
21 and Utility Relief Program grants ("MRU Grants") in the up to,  
22 maximum, cumulative amount of \$40,025,000, including the costs of  
23 administering the program, to eligible residents of Duval County in  
24 an effort to assist affected individuals to remain solvent and  
25 sheltered while the state of emergency exists; and

26 **WHEREAS**, as a result of COVID-19 and the resulting Emergency  
27 Measures, the City also desires to appropriate \$35,525,942.50 of  
28 CARES Grant funding to establish and operate COVID-19 Testing and  
29 other health needs sites within Duval County for Duval County  
30 residents; and

31 **WHEREAS**, as a result of COVID-19 and the resulting Emergency

1 Measures, the City also desires to: (i) appropriate \$12,500,000 of  
2 CARES Grant funding to reimburse the City for disaster expense losses  
3 not expected to be reimbursed by the Federal Emergency Management  
4 Agency and/or the State of Florida related to the COVID-19 emergency;  
5 (ii) appropriate an additional \$17,000,000 from the CARES Grant to  
6 fully fund the COVID-19 Small Business Relief and Employee Retention  
7 Grant Program (the "COVID-19 Relief Program") previously authorized  
8 by Ordinance 2020-201-E; (iii) appropriate \$9,000,000 to reimburse  
9 the City for the City funds previously appropriated to the COVID-19  
10 Relief Program; (iv) appropriate \$25,000,000 of CARES Grant funding  
11 to fund the costs of the fee moratorium and other COVID-19 economic  
12 stimulus measures (the "COVID-19 Response Funds"); and (v)  
13 appropriate \$20,000,000 to be used to provide additional funding to  
14 non-profit and for-profit businesses located in Duval County that  
15 have suffered economic harm as a result of COVID-19 (the "Business  
16 Grant Funds"), subject to future appropriation by Council; and

17 **WHEREAS**, as a result of COVID-19 and the resulting Emergency  
18 Measures, the City also desires to temporarily waive certain fees in  
19 order to mitigate the disruption to the development and construction  
20 industries and support the local economy; and

21 **WHEREAS**, disbursement of the MRU Grant funds and other  
22 appropriations and disbursements set forth herein is intended to  
23 lessen the severe economic impacts of COVID-19 to residents and  
24 businesses located in Duval County and assist in the economic recovery  
25 in Duval County from the impacts of COVID-19; now therefore

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

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

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

30 (b) By waiving certain fees and incentivizing job creation and  
31 retention of employees and providing MRU Grant funds to the citizens



1 of the City, the actions and programs authorized hereby is designed  
2 to benefit both individuals and businesses and will promote and  
3 further the public and municipal purposes of the City and serve to  
4 limit the severe economic impacts of COVID-19.

5 (c) The MRU Grants and the waiver and moratoriums authorized  
6 herein are designed to provide rapid economic relief to individuals  
7 and businesses in the City in order to maintain the viability of such  
8 businesses and the employment of individuals thereof, thus  
9 maintaining the City's tax base and revenues, and provide economic  
10 assistance to individuals financially harmed from the impacts of  
11 COVID-19.

12 (d) Enhancement of the City's tax base and revenues, are  
13 matters of State and City policy and State and City concern in order  
14 that the State and its counties and municipalities, including the  
15 City, shall not continue to be endangered by unemployment,  
16 underemployment, economic recession, poverty, crime and disease, and  
17 consume an excessive proportion of the State and City revenues because  
18 of the extra services required for police, fire, accident, health  
19 care, elderly care, charity care, hospitalization, public housing and  
20 housing assistance, and other forms of public protection, services  
21 and facilities.

22 (e) The grants, programs and actions authorized hereby will  
23 provide economic relief to businesses and individuals, thus  
24 encouraging ongoing compliance with the Emergency Measures and  
25 benefitting the health, safety and welfare of the citizens of Duval  
26 County.

27 (f) The provision of the City's assistance as set forth herein  
28 is necessary and appropriate, and the City's assistance is reasonable  
29 and not excessive, taking into account the extent of the public  
30 benefits expected to be derived from the grants and programs  
31 authorized hereby, and taking into account all other forms of

1 assistance available.

2 (g) The authorizations provided by this Ordinance are for  
3 public uses and purposes for which the City may use its powers as a  
4 county, municipality and as a political subdivision of the State of  
5 Florida and may expend public funds, and the necessity in the public  
6 interest for the provisions herein enacted is hereby declared as a  
7 matter of legislative determination.

8 (h) This Ordinance is adopted pursuant to the provisions of  
9 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's  
10 Charter, and other applicable provisions of law.

11 **Section 2. Appropriation.** For the 2019-2020 fiscal year,  
12 within the City's budget, there are hereby appropriated the indicated  
13 sum(s) from the account(s) listed in subsection (a) to the account(s)  
14 listed in subsection (b):

15 (B.T. 20-067 attached hereto as **Exhibit 1** and incorporated herein by  
16 this reference)

17 (a) Appropriated from:

18 See attached **Exhibit 1** \$159,050,942.50

19 (b) Appropriated to:

20 See attached **Exhibit 1** \$159,050,942.50

21 (c) **Explanation of Appropriation:**

22 \$159,050,942.50 of the funding above is the Federal CARES  
23 Act grant funding received by the City from the Federal  
24 government pursuant to the CARES Act. The funds will be  
25 used to provide economic incentive grants to citizens  
26 residing in Duval County, to fund various economic  
27 incentive waivers of certain City imposed fees, provide  
28 funding to business within Duval County economically harmed  
29 by COVID-19 response measures, reimburse the City for  
30 anticipated expenditures not reimbursed by Federal  
31 Emergency Management Agency and/or the State of Florida,

1 and to fully fund the COVID-19 Small Business Relief  
2 Program.

3 **Section 3. Purpose.** The purpose of the appropriation in  
4 Section 2 is to: (1) provide \$1,000 COVID-19 Mortgage, Rent and  
5 Utility Relief Program grants ("MRU Grants") to eligible citizens of  
6 Duval County, in the maximum, cumulative amount of \$40,025,000,  
7 including the costs of administering the program; (2) provide up to  
8 \$35,525,942.50 to establish and operate COVID-19 test sites within  
9 the City; (3) reimburse the City \$12,500,000 for anticipated costs  
10 not reimbursed by the Federal Emergency Management Agency and/or the  
11 State of Florida; (4) provide the remaining \$17,000,000 to fully fund  
12 the COVID-19 Relief Program previously authorized by Ordinance 2020-  
13 201-E; (5) reimburse the City \$9,000,000 for the costs of the COVID-  
14 19 Relief Program previously authorized by Ordinance 2020-201-E; (6)  
15 fund up to \$25,000,000 of COVID-19 economic stimulus response measures  
16 due to the economic impact of COVID-19 emergency response measures,  
17 with \$4,000,000 thereof to be applied to fund the mobility fee  
18 moratorium authorized herein, and \$5,000,000 to fund the application  
19 fee waivers authorized herein; and (7) providing up to an additional  
20 \$20,000,000 of grant funding, subject to future appropriation, to  
21 business entities located in Duval County that have suffered economic  
22 harm as a result of COVID-19 and the response measures thereto. Such  
23 funding and uses is intended to partially combat the economic impacts  
24 on individuals and businesses of the COVID-19 disease.

25 **Section 4. Carryover.** The funds appropriated herein shall  
26 not lapse but shall carryover as appropriated from year to year until  
27 such funds are expended or lapse according to the terms of the  
28 Agreement and the Program. Funds appropriated in this Ordinance must  
29 be disbursed before November 1, 2020, failure to do so will cause  
30 funds to revert to accounts of origin.

31 **Section 5. Waiving Section 106.304(b) (Mayor's transfer**

1 power), Subpart A. (General Provisions), Part 3 (Appropriations),  
2 Chapter 106 (Budget and Accounting Code), Ordinance Code. The  
3 provisions of Chapter 106 (Budget and Accounting Code), Part 3  
4 (Appropriations), Subpart A (General Provisions), Section 106.304(b)  
5 and (c) (Mayor's transfer power) that: (i) limits the Mayor's transfer  
6 authority to \$500,000 during a fiscal year; and (ii) caps the Mayor's  
7 authority to increase the fund and/or sub-fund budget to recognize  
8 additional revenue at \$100,000, respectively, are hereby waived  
9 through December 31, 2020 as to the \$25,000,000 of COVID-19 Response  
10 Funds, to authorize the Mayor without further Council action to  
11 transfer the COVID-19 Response Funds otherwise consistent with the  
12 requirements of Section 106.304, Ordinance Code, and consistent with  
13 the authorized uses of such funds under the CARES Act grant received  
14 by the City. Consistent with Section 14.03 of the City Charter, the  
15 remaining, applicable provisions of Section 106.304, Ordinance Code,  
16 authorizes the Mayor to transfer funds from any agency, non-  
17 departmental or departmental line item to any other agency, non-  
18 departmental or departmental line item, subject to the limitations  
19 and other requirements of Section 106.304 without prior notice to  
20 Council, and requires that the Mayor shall provide to the Council  
21 Auditor, within three working days after the effective date thereof,  
22 a copy of written documentation of all transfers of funds made during  
23 the applicable fiscal year.

24 **Section 6. Mortgage, Rent and Utility Relief Program grants**  
25 **approved.** By this Ordinance, the City is authorized and directed to  
26 issue to individual residents of Duval County the Mortgage, Rent and  
27 Utility Relief Program Grants (the "MRU Grants") to residents of  
28 Duval County in the amount of \$1,000 to approved applicants in  
29 accordance with the criteria attached hereto as **Exhibit 2** and  
30 incorporated herein by reference. The criteria include the  
31 requirements that: (i) the applicant reside in Duval County; (ii)

1 have an annual household income of \$75,000 or lower at the time of  
2 application; (iii) must document employment and salary level as of  
3 February 29, 2020; (iv) applicant shall demonstrate that since  
4 February 29, 2020 he/she has experienced a reduction in work hours  
5 or pay of 25% or more as a direct result of the COVID-19 crisis; and  
6 (v) the applicant must sign an affidavit certifying the foregoing  
7 eligibility criteria.

8 **Section 7. Section 655.503 (Mobility fee requirement,**  
9 **certificate, application process and calculation) Fees Temporarily**  
10 **Waived.**

11 (a) *Six-Month Waiver Period.* The provisions of Chapter 655  
12 (Concurrency and Mobility Management System), Part 5 (Mobility Fee),  
13 Section 655.503 (Mobility fee requirement, certificate, application  
14 process and calculation) which require the payment of the mobility  
15 fee prior to approval of final construction and/or engineering plans  
16 under Chapter 320, Ordinance Code, or building permits for single  
17 family residential construction, are hereby temporarily waived for  
18 the earlier of six (6) months from the effective date of this  
19 Ordinance, or such shorter time frame if sooner repealed by Council  
20 (the "Six-Month Waiver Period"). In all other respects, Section  
21 655.503 (Mobility fee requirement, certificate, application process  
22 and calculation) shall remain in full force and effect. Application  
23 for mobility fee calculation certificate, and mobility fee  
24 calculation, are still required, and applicants must demonstrate the  
25 number of jobs created or retained in connection with the project.  
26 The application form for the waiver is attached hereto as **Exhibit 3**  
27 and incorporated herein by this reference. The temporary waiver will  
28 only be applicable to those mobility fees set forth in a mobility fee  
29 calculation certificate issued by the City within the Six-Month Waiver  
30 Period. Thus, during the Six Month Waiver Period, and notwithstanding  
31 anything to the contrary in Chapter 655, Ordinance Code, approval of

1 final construction and/or engineering plans under Chapter 320,  
2 Ordinance Code, or building permits for single family residential  
3 construction may be obtained without the obligation to pay the  
4 mobility fee set forth in the mobility fee calculation certificate,  
5 and construction may thereafter commence.

6 (b) *Additional Three-Month Partial Waiver Period.*

7 An additional three months, providing a waiver of fifty percent  
8 (50%) of the calculated mobility fee, is hereby allowed for projects  
9 whose final construction and/or engineering plans under Chapter 320,  
10 or building permits for single family residential construction, are  
11 not ready for approval within the Six Month Waiver Period, but are  
12 eligible for approval within an additional three months after the  
13 termination of the Six Month Waiver Period (the "Additional Three  
14 Month Waiver Period"). Upon payment of 50% of the mobility fee set  
15 forth in a mobility fee calculation certificate, the project may be  
16 approved and thereafter construction may commence. Upon the  
17 termination of the Additional Three-Month Waiver Period, mobility  
18 fees shall be charged at the one hundred percent (100%) rate as  
19 currently expressed in Section 655.503, Ordinance Code.

20 **Section 8. Requirement for Certificate of Occupancy by Time**

21 **Certain.** The waiver of the requirement for payment of a mobility fee  
22 for six months, or partial payment for an additional three months is  
23 intended to assist the development of projects that would have  
24 otherwise been initiated and constructed but for the COVID-19  
25 emergency. Accordingly, the waivers authorized in Section 7 above  
26 are intended to be tied to the completion of the construction project  
27 and obtaining a Certificate of Occupancy (or Final Inspection, as  
28 applicable) for that project within a reasonable amount of time.  
29 Because of the difference in complexities of development of various  
30 types of projects, the following time frames are allowed within which  
31 a Certificate of Occupancy or Final Inspection must be obtained, or

1 else the full amount of the mobility fee, as calculated in the  
2 mobility fee calculation certificate, shall become immediately due  
3 and payable.

4 (a) Single family residential homes and non-single family  
5 residential projects that have a value of less than \$1,000,000.00 -  
6 no later than twenty-four (24) months from the effective date of this  
7 Ordinance.

8 (b) Non-single family residential projects that exceed a value  
9 of \$1,000,000.00 - no later than thirty-six (36) months after the  
10 effective date of this Ordinance.

11 In determining the value, the project value may include all  
12 phases of development associated with the final construction and/or  
13 engineering plans or non-single family residential building permits  
14 even if not obtained within the same six month temporary partial  
15 waiver rate period or within the overall temporary partial waiver  
16 period. However, the mobility fee waiver rate percentage will be  
17 determined based upon the temporary/partial waiver rate period within  
18 which the final construction and/or engineering plans were approved.  
19 In the event a certificate of occupancy or final inspection, as  
20 applicable, is not obtained within the time frames set forth in  
21 subsections (a) and (b) of this Section 8, the entire amount of the  
22 mobility fee (less any portion previously paid, if any), as calculated  
23 in the mobility fee calculation certificate, shall become immediately  
24 due and payable and no certificate of occupancy or final inspection  
25 shall be approved until such payment is made in full.

26 **Section 9. Temporary Moratorium Imposed and Duration of**  
27 **Moratorium as to certain Building Inspection Permit Fees imposed by**  
28 **Section 320.402 (Application for Permit) and Section 320.409**  
29 **(Schedule of Permit Fees), each under Part 4 (Permits), Chapter 320**  
30 **(General Provisions). The provisions of Chapter 320 (General**  
31 **Provisions) within the Constructions Regulations and Building Codes,**

1 Part 4 (Permits), Section 320.402 (Application for Permit) and Section  
2 320.409 (Schedule of permit fees), that would otherwise require the  
3 payment of permit fees, including the following: (1) New buildings,  
4 (2) Foundation only, (3) New construction other than buildings, (4)  
5 Alterations, (5) Window/door replacement, (6) Moving buildings, (7)  
6 Roofing, (8) Swimming pools, (9) Demolition of buildings, (10)  
7 Demolition of structures other than buildings, (11) Sign erections,  
8 (12) Site clearing with protected trees, (13) Site clearing without  
9 protected trees, (14) Removal or relocation of private protected  
10 trees, (15) Electrical permit, (16) Plumbing permit, (17) Mechanical  
11 permit, and, (18) Miscellaneous fees, are hereby temporarily waived  
12 for the earlier of six (6) months from the effective date of this  
13 Ordinance, or such shorter time frame if sooner repealed by Council  
14 (the "Waiver Period"). Fees related to violations of the Florida  
15 Building Code and the renewal permits for off-site signs are  
16 specifically not waived or affected by this moratorium.

17 **Section 10. Temporary Moratorium Imposed and Duration of**  
18 **Moratorium as to certain Application Fees imposed regarding the**  
19 **subdivision of land, the approval and filing of plats, and the**  
20 **approval of final engineering plans, as required by Section 654.108**  
21 **(Approval of Preliminary Site Plan: Procedures for Approval of**  
22 **Preliminary and Final engineering plans for required improvements),**  
23 **and Section 654.138(a), (c) and (d) (Fees), each of Chapter 654 (Code**  
24 **of Subdivision Regulations).** The provisions of Chapter 654 (Code of  
25 Subdivision Regulations), Section 654.108 (Approval of Preliminary  
26 Site Plan: Procedures for Approval of Preliminary and Final  
27 engineering plans for required improvements), and Section  
28 654.138(a)(c) and (d) (Fees) that would otherwise require payment of  
29 application and recording fees for plat review and civil site plan  
30 review are hereby temporarily waived for the earlier of six (6) months  
31 from the effective date of this Ordinance, or such shorter time frame



1 if sooner repealed by Council (the "Waiver Period"). These fees are  
2 referenced in Section 123.102, Ordinance Code, as the "Review Group"  
3 within the Planning Department category and consist of the Site  
4 Development Review (10-set) Subdivision, and the Site Development  
5 Review (10 Set) Non-Subdivision" reviews. Fees related to a violation  
6 of the Code of Subdivision Regulations are specifically not waived  
7 or affected by this moratorium.

8 **Section 11. Temporary Moratorium Imposed and Duration of**  
9 **Moratorium as to certain Application Fees imposed by Section 744.110**  
10 **(Street excavations; work in rights-of-way; permit; violations, civil**  
11 **penalties, enforcement and abatement), Chapter 744 (Street**  
12 **Construction Regulations).** The provisions of Chapter 744 (Street  
13 Construction Regulations), Section 744.110 (Street excavations; work  
14 in rights-of-way; permit; violations, civil penalties, enforcement  
15 and abatement) that would otherwise require the payment of certain  
16 application fees for construction in the public right-of-way, are  
17 hereby temporarily waived for the earlier of six (6) months from the  
18 effective date of this Ordinance, or such shorter time frame if sooner  
19 repealed by Council (the "Waiver Period"). Fees related to a violation  
20 of this Chapter 744 are specifically not waived or affected by this  
21 moratorium.

22 **Section 12. Temporary Moratorium Imposed and Duration of**  
23 **Moratorium as to certain Application Fees imposed by Section 656.109**  
24 **(Administration and enforcement; interpretation of Zoning Code;**  
25 **administrative deviations), Subpart B (Administration), Part 1**  
26 **(General Provisions), Chapter 656 (Zoning Code).** The provisions of  
27 Chapter 656 (Zoning Code), Part 1 (General Provisions), Subpart B  
28 (Administration), Section 109 (Administration and enforcement;  
29 interpretation of Zoning Code; administrative deviations) that would  
30 otherwise require payment of certain application fees, including (1)  
31 administrative deviations, and (2) Request for Written Interpretation

1 of the Director, are hereby temporarily waived for the earlier of six  
2 (6) months from the effective date of this Ordinance, or such shorter  
3 time frame if sooner repealed by Council (the "Waiver Period"). Fees  
4 related to a violation of the Zoning Code are specifically not waived  
5 or affected by this moratorium.

6 **Section 13. Temporary Moratorium Imposed and Duration of**  
7 **Moratorium as to certain Application Fees imposed by Section 656.121**  
8 **(Initiation of amendments to the Zoning Code), Subpart C (Procedures**  
9 **for Rezoning and Amendments to the Zoning Code), Part 1 (General**  
10 **Provisions), Chapter 656 (Zoning Code).** The provisions of Chapter 656  
11 (Zoning Code), Part 1 (General Provisions), Subpart C (Procedures for  
12 Rezoning and Amendments to the Zoning Code), Section 121 (Initiation  
13 of amendments to the Zoning Code) that would otherwise require payment  
14 of certain application fees, including (1) conventional rezoning, and  
15 (2) Planned Unit Development (PUD) rezoning, are hereby temporarily  
16 waived for the earlier of six (6) months from the effective date of  
17 this Ordinance, or such shorter time frame if sooner repealed by  
18 Council (the "Waiver Period"). Fees related to a violation of the  
19 Zoning Code are specifically not waived or affected by this  
20 moratorium.

21 **Section 14. Temporary Moratorium Imposed and Duration of**  
22 **Moratorium as to certain Application Fees imposed by Section 656.147**  
23 **(Schedule of Fees), Subpart D (Zoning exceptions, variances and**  
24 **waivers, amendments to final order, appeals of written**  
25 **interpretations of the director and appeals of final orders of the**  
26 **commission), Part 1 (General Provisions), Chapter 656 (Zoning Code).**  
27 The provisions of Chapter 656 (Zoning Code), Part 1 (General  
28 Provisions), Subpart D (Zoning exceptions, variances and waivers,  
29 amendments to final order, appeals of written interpretations of the  
30 Director and appeals of final orders of the commission), Section  
31 656.147 (Schedule of Fees), that would otherwise require payment of

1 certain application fees including zoning exceptions, zoning  
2 variances, zoning waivers, appeals of Written Interpretations of the  
3 Director, are hereby temporarily waived for the earlier of six (6)  
4 months from the effective date of this Ordinance, or such shorter  
5 time frame if sooner repealed by Council (the "Waiver Period"). Fees  
6 related to a violation of the Zoning Code are specifically not waived  
7 or affected by this moratorium.

8 **Section 15. Temporary Moratorium Imposed and Duration of**  
9 **Moratorium as to certain Application Fees imposed by Section**  
10 **656.152(b) (Certificate of use application fee), Subpart E**  
11 **(Certificates of Use), Part 1 (General Provisions), Chapter 656**  
12 **(Zoning Code).** The provisions of Chapter 656 (Zoning Code), Part 1  
13 (General Provisions), Subpart E (Certificates of Use), Section  
14 656.152(b) (Certificate of use application and fee) that would  
15 otherwise require payment of certain application fees are hereby  
16 temporarily waived for the earlier of six (6) months from the  
17 effective date of this Ordinance, or such shorter time frame if sooner  
18 repealed by Council (the "Waiver Period"). Fees related to a  
19 violation of the Zoning Code are specifically not waived or affected  
20 by this moratorium.

21 **Section 16. Temporary Moratorium Imposed and Duration of**  
22 **Moratorium as to certain Application Fees imposed by Section 656.1206**  
23 **(Permit Procedure and Criteria for Tree Removal, Relocation and**  
24 **Replacement of Protected Trees), Subpart B (Tree Protection), Part**  
25 **12 (Landscape and Tree Protection Regulations), (Chapter 656 (Zoning**  
26 **Code).** The provisions of Chapter 656 (Zoning Code), Part 12  
27 (Landscape and Tree Protection Regulations), Subpart B (Tree  
28 Protection), Section 656.1206 (Permit Procedure and Criteria for Tree  
29 Removal, Relocation and Replacement of Protected Trees) that require  
30 payment of certain application fees relating to the removal,  
31 relocation and replacement of protected trees are hereby temporarily

1 waived for the earlier of six (6) months from the effective date of  
2 this Ordinance, or such shorter time frame if sooner repealed by  
3 Council (the "Waiver Period"). Fees related to a violation of the  
4 Zoning Code are specifically not waived or affected by this  
5 moratorium.

6 **Section 17. Temporary Moratorium Imposed and Duration of**  
7 **Moratorium as to certain Application Fees imposed by Section 650.413**  
8 **(Schedule of fees), Part 4 (Amendments to the Comprehensive Plan),**  
9 **Chapter 650 (Comprehensive Planning for Future Development).** The  
10 provisions of Chapter 650, (Comprehensive Planning for Future  
11 Development), Part 4 (Amendments to the Comprehensive Plan), Section  
12 650.413 (Schedule of fees) that would otherwise require the payment  
13 of application fees for Large Scale and Small Scale Comprehensive  
14 Plan Amendments are hereby temporarily waived for the earlier of six  
15 (6) months from the effective date of this Ordinance, or such shorter  
16 time frame if sooner repealed by Council (the "Waiver Period"). Fees  
17 related to a violation of Chapter 650 are specifically not waived or  
18 affected by this moratorium.

19 **Section 18. Temporary Moratorium Imposed and Duration of**  
20 **Moratorium as to certain Fees imposed by Section 380.303 (Rates for**  
21 **Disposal), Part 3 (Garbage Disposal), (Chapter 380 (Solid Waste**  
22 **Management).** Chapter 380 (Solid Waste Management), Part 3 (Garbage  
23 Disposal), Section 380.303 (Rates for Disposal) that requires payment  
24 of certain tipping fees for solid waste disposal are hereby  
25 temporarily waived for the earlier of six (6) months from the  
26 effective date of this Ordinance, or such shorter time frame if sooner  
27 repealed by Council (the "Waiver Period"). The waivers authorized  
28 by this Section shall apply solely as to tipping fees charged directly  
29 to customers at the Trail Ridge Landfill, and not those fees included  
30 in the Solid Waste User Fees. Fees related to a violation of the  
31 Chapter 380 are specifically not waived or affected by this

1 moratorium.

2           **Section 19. Temporary Moratorium Imposed and Duration of**  
3 **Moratorium as to certain Jacksonville Fire and Rescue Department Plan**  
4 **Reviews Fees imposed by Section 123.102 (Fees established), Part 1**  
5 **(In General), Chapter 123 (Public Fees).** Chapter 123 (Public Fees),  
6 Part 1 (In General), Section 123.102 (Fees established) that requires  
7 payment of certain Fire and Rescue Plan Reviews Fees are hereby  
8 temporarily waived for the earlier of six (6) months from the  
9 effective date of this Ordinance, or such shorter time frame if sooner  
10 repealed by Council (the "Waiver Period"). The Fire and Rescue Plan  
11 Reviews Fees being waived by this Section are as set forth on **Exhibit**  
12 **4** attached hereto and incorporated herein.

13           **Section 20. Temporary Moratorium Imposed on the Collection**  
14 **of Rent, Additional Rent, and other sums owed by eligible tenants or**  
15 **licensees under any lease or license agreement to which the City is**  
16 **a party as landlord or licensor.** The Mayor, or his designee, on behalf  
17 of the City, for a period of up to 6 months from the effective date  
18 of this Ordinance, may forgive rental payments due from eligible  
19 tenants or licensees (individually, a "Tenant" and collectively,  
20 "Tenants") pursuant to duly executed lease or license agreement  
21 between the Tenant and the City that is in effect as of the effective  
22 date of this Ordinance. In order to be eligible for rent forgiveness,  
23 a Tenant must make application for rent forgiveness to the City  
24 substantially in the form attached hereto as **Exhibit 5** and  
25 incorporated herein by this reference, and must provide the  
26 documentation and information requested on the application form to  
27 demonstrate that its lease or license with the City is not then in a  
28 state of default and that it has been negatively impacted financially  
29 from COVID-19. The rent forgiveness authorized herein does not waive  
30 an eligible Tenant's obligation to make any common area maintenance  
31 or other maintenance or other fees, surcharges or payments that may

1 be required to be made to the City pursuant to the terms of the  
2 particular lease or license agreement. Short term leases or licenses  
3 entered into for the use of the City's sports and entertainment  
4 facilities are ineligible to apply for rent forgiveness.

5       **Section 21. Temporary Moratorium Imposed on loan payments**  
6 **for eligible borrowers of the City pursuant to existing loan documents**  
7 **between the City and the borrower.** The Mayor, or his designee, on  
8 behalf of the City, for a period of up to 6 months from the effective  
9 date of this Ordinance, may forgive loan payments due from eligible  
10 borrowers of the City (individually, a "Borrower" and collectively,  
11 "Borrowers") pursuant to duly executed loan documents between a  
12 Borrower and the City that are binding and in effect as of the  
13 effective date of this Ordinance. In order to be eligible for loan  
14 forgiveness, a Borrower must make application for loan forgiveness  
15 to the City substantially in the form attached hereto as **Exhibit 5**  
16 and incorporated herein by this reference, and must provide the  
17 documentation and information requested on the application form to  
18 demonstrate that its loan documents with the City are not then in a  
19 state of default or that an event which, with the giving of notice  
20 or the passage of time, or both, would constitute an event of default  
21 under the loan documents has not occurred, and that it has been  
22 negatively impacted financially from COVID-19.

23       **Section 22. Temporary Moratorium Imposed and Duration of**  
24 **Moratorium as to Section 122.202 (Parking Rates at Municipal Parking**  
25 **Lots), Part 2 (Municipal Parking Lots), Chapter 122 (Public Property),**  
26 **Ordinance Code.** The City hereby waives the provisions of Section  
27 122.202 (Parking Rates at Municipal Parking Lots), Part 2 (Municipal  
28 Parking Lots), Chapter 122 (Public Property), *Ordinance Code*, in  
29 order to authorize the Chief Executive Officer ("CEO") of the Downtown  
30 Investment Authority ("DIA") to establish discounted parking rates  
31 for current business and individuals users of City-owned parking

1 facilities for a period of not longer than six (6) months of the  
2 effective date of this Ordinance, or such time as repealed by Council,  
3 whichever shall occur first.

4 (a) Individual users of City-owned parking facilities may apply  
5 for a discounted parking rate on the form attached hereto as **Exhibit**  
6 **6** and incorporated herein by this reference. An individual applicant  
7 must demonstrate a salary reduction of 25% or more as a result of the  
8 impacts of COVID-19, calculated against the applicant's standard  
9 salary as of February 29, 2020. Each approved applicant will receive  
10 a rate reduction in the amount of 50% of the parking rate applicable  
11 to the applicant as of February 29, 2020.

12 (b) Business users of City-owned parking facilities that are  
13 deemed essential and are operating at the time of application are  
14 eligible to apply for a discounted parking rate on the form attached  
15 hereto as **Exhibit 7** and incorporated herein by this reference. Such  
16 applicants must demonstrate financial harm it has suffered as a result  
17 of the impacts of COVID-19, and shall be eligible for up to a 50%  
18 parking rate reduction based on a ratio of the applicant's  
19 demonstrated revenue losses and the existing parking rate at the time  
20 of application.

21 (c) Business users of City-owned parking facilities that have  
22 been ordered closed as a result of COVID-19 are eligible to apply for  
23 a discounted parking rate on the form attached hereto as **Exhibit 8**  
24 and incorporated herein by this reference. Such approved applicants  
25 shall be eligible for 100% rate forgiveness for each unused space.

26 **Section 23. Temporary Moratorium Imposed and Duration of**  
27 **Moratorium as to Section 662.104(b) and (c) (Fees authorized in**  
28 **certain instances) Chapter 662 (Library System and Services);**  
29 **providing for twelve months retroactive applicability.** The City  
30 hereby waives subparagraphs (b) and (c) of Section 662.104 (Fees  
31 authorized in certain instances) Chapter 662 (Library System and

1 Services) in order to waive fees imposed on library patrons for the  
2 inconvenience and disruption of services caused by the late return  
3 of library books and materials, and to replace books and other library  
4 materials which have been taken by a patron and not returned within  
5 the time prescribed by the Board or upon demand of the Board or an  
6 authorized employee. This waiver shall apply retroactively for a  
7 period of twelve (12) months from the effective date of this  
8 Ordinance.

9 **Section 24. Providing for monthly reporting of CARES Act**  
10 **grant fund expenditures to Council.** The Mayor, or his designee, shall  
11 provide monthly written reports to Council regarding the expenditure  
12 of all CARES Act grant funds appropriated herein.

13 **Section 25. Approving and Authorizing a Grants**  
14 **Administration Agreement with Fidelity National Information Services,**  
15 **Inc.** There is hereby approved, and the Mayor and Corporation Secretary  
16 are authorized to enter into an agreement ("Agreement") between the  
17 City and Fidelity National Information Services, Inc. ("FIS"),  
18 substantially in the form placed **On File** with the Legislative Services  
19 Division. Pursuant to the Agreement, FIS will provide pay cards in  
20 the amount of \$1,000 each for the City to provide to grant recipients  
21 under the MRU Program.

22 **Section 26. Invoking the exception to Section 126.107(g),**  
23 **Ordinance Code.** The City is hereby authorized to enter into the  
24 Agreement with Fidelity National Information Services, Inc. for the  
25 purposes described in Section 25. Pursuant to Section 126.107(g)  
26 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement  
27 Code), *Ordinance Code*, such procurement is exempted from competitive  
28 solicitation because the supplies or services are to be provided by  
29 those specifically prescribed within authorizing legislation that  
30 appropriates the same. With the exception of the foregoing, all  
31 other provisions of Chapter 126, *Ordinance Code*, shall remain in full



1 force and effect.

2 **Section 27. Oversight Department.** The Finance and  
3 Administration Department and Office of Economic Development shall  
4 provide oversight for the Program, and the Downtown Investment  
5 Authority shall provide oversight regarding parking rates as set  
6 forth in Section 22 herein.

7 **Section 28. Requesting Emergency Passage Upon Introduction**  
8 **pursuant to Council Rule 4.901.** Emergency passage of this legislation  
9 is requested upon introduction. The nature of the emergency is that  
10 the negative health and economic impacts of COVID-19 are ongoing and  
11 immediate economic assistance will assist in maintaining the  
12 viability of businesses and financial needs of the citizens of Duval  
13 County impacted by COVID-19.

14 **Section 29. Effective Date.** This ordinance shall become  
15 effective upon signature by the Mayor or upon becoming effective  
16 without the Mayor's signature.

17  
18 Form Approved:

19  
20   
21 Office of General Counsel

22 Legislation prepared by: John Sawyer

23 GC-#1361626-v16-Leg\_2020-\_\_economic\_stimulus\_-\_waiver\_of\_rent\_loan\_payments\_fees.docx  
24  
25  
26

**City of Jacksonville, Florida  
Request for Budget Transfer Form**

Finance and Administration  
Department or Area Responsible for Contract / Compliance / Oversight

All  
Council District(s)

Reversion of Funds: \_\_\_\_\_  
(if applicable) Fund / Center / Account / Project \* / Activity / Intertund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): \_\_\_\_\_ CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

In an effort to limit the severe economic impacts of the COVID-19 pandemic, this legislation accepts and allocates \$159,050,942.50 in funding provided by the CARES Act of 2020 from the U.S. Department of Treasury to the City of Jacksonville. As detailed in the legislation, the funding will provide rapid economic relief to both individuals and small businesses in Duval County through the provision of grant funds, and it will serve to promote and further the public and municipal purposes of the City through measures to protect its tax base and mitigate its costs and other financial impacts associated with the emergency pandemic.

Net Amount Appropriated and/or Transferred: \$159,050,942.50

\* This element of the account string is titled project but it houses both projects and grants.

**CITY COUNCIL**

Requesting Council Member: \_\_\_\_\_

CM's District: \_\_\_\_\_

Requesting Council Member: \_\_\_\_\_

CM's District: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Ordinance: \_\_\_\_\_

**OFFICE OF THE MAYOR**

BUDGET ORDINANCE     TRANSFER DIRECTIVE

TD / BT Number: \_\_\_\_\_

**BT20-067**

Date Rec'd.	Date Fwd.	Approved	Disapproved

Date of Action By Mayor: \_\_\_\_\_

Approved: \_\_\_\_\_

Division Chief: Randall Barnes, Treasurer



Prepared By: Angela Moyer

Date Initiated: \_\_\_\_\_

4/20/20

Phone Number: \_\_\_\_\_

Initiated / Requested By (if other than Department): \_\_\_\_\_

Budget Transfer Line Item Detail

\* This element of the account string is titled project but it houses both projects and grants.

**TRANSFER FROM:** (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev	Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
		General Fund	General Fund - General Service	US Department of Treasury	\$146,550,942.50	00111	191009	331511	000000	00000526	00000	00000000
		Operating	District									
Rev		Emergency Incidents	COVID_19 Jacksonville	US Department of Treasury	\$12,500,000.00	10602	191013	331511	000000	00001621	00000	00000000
Total:					\$159,050,942.50							

**TRANSFER TO:** (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev	Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
		General Fund	COVID-19 Small Business Relief Grant Program	Miscellaneous Grants and Aids	\$17,000,000.00	00111	111001	583010	000000	00001622	00000	00000000
Exp		Operating										
		General Fund	General Fund - General Service District	Cash Carryover	\$9,000,000.00	00111	191009	599060	000000	00000526	00000	00000000
Exp		Operating										
		General Fund	COVID_19 Economic Impact - Non City	Misc Non-Departmental Expenditures	\$20,000,000.00	00111	194002	549045	000000	0001624	00000	00000000
Exp		Operating										
		General Fund	COVID_19 Economic Impact - City	Misc Non-Departmental Expenditures	\$25,000,000.00	00111	194002	549045	000000	0001625	00000	00000000
Exp		Operating										
		General Fund	COVID_19 Mortgage, Rent and Utility Relief - Non City	Welfare - Utilities and Other	\$40,025,000.00	00111	194002	549013	000000	0001626	00000	00000000
Exp		Operating										
		General Fund	COVID_19 Testing Sites	Contractual Services	\$35,525,942.50	00111	194002	534100	000000	0001627	00000	00000000
Exp		Operating										
		Emergency Incidents	COVID_19 Jacksonville	Contingency	\$12,500,000.00	10602	191013	599100	000000	00001621	00000	00000000
Exp												

**City of Jacksonville**  
**COVID-19 Mortgage, Rent, and Utility Relief Program**

- **Designed to assist individuals and families struggling to meet monthly obligations for mortgage, rent or utility (water, gas or electric) payments due to wage loss from the COVID-19 crisis**
- **City will make one-time payments of up to \$1,000 for mortgage, rent, and utility payments**
- **Eligibility criteria include:**
  - **Must live in Duval County**
  - **At the time of application, annual household income must not exceed \$75,000 – a household is defined as the family occupying a specific residence. If such residence has only one individual occupying it, then that individual makes up the household. If there are more than one adults living in a household together, then only one adult may qualify for funding for the household.**
  - **Must have documentation reflecting employment as of February 29, 2020 (may show paystubs, bank statements reflecting direct or indirect deposits or letter from employer that includes salary or typical wages earned in a 2 week period)**
  - **Since February 29, 2020, have experienced a reduction in hours of work or pay reduction by 25% or more as a direct result of the COVID-19 crisis**
  - **Must sign a certification that you meet all eligibility requirements**
  - **Must fill out and sign a W-9 form**
  - **Must sign a certification that you have received the debit card**



ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

City of Jacksonville Treasury Division  
City Hall  
St. James Building  
117 W Duval Street, Suite 300  
Jacksonville, Florida 32202  
(904) 630-CITY  
www.coj.net

## COVID-19 Mobility Fee Waiver Request Form

The purpose of this COVID-19 Mobility Fee Waiver Request Form is to request a waiver from the Mobility Fee charged by the Planning and Development Department to reduce the economic burden resulting from actions taken to combat the spread of the COVID-19 virus. I understand that a request may be made only if new jobs are created or existing jobs are preserved.

### Company Information:

Company Name: \_\_\_\_\_

Owning Individual or Entity: \_\_\_\_\_

Business Type: \_\_\_\_\_

EIN/TIN: \_\_\_\_\_

Number of Locations in Duval County: \_\_\_\_\_

Main Contact: \_\_\_\_\_

Contact Title: \_\_\_\_\_

### Primary Mailing address:

Business Address 1: \_\_\_\_\_

Business Address 2: \_\_\_\_\_

Suite/Unit : \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

[CONTINUED ON FOLLOWING PAGE]

Mobility Fee Certificate Number: \_\_\_\_\_

**COVID-19 Lease/Rent Deferral Request Form**  
**Page 2 of 5**

**Amount to be waived:** \_\_\_\_\_

**Reason For Request:**

Creation of new jobs

**Total Number of New Employees to be hired:** \_\_\_\_\_

Preservation of new jobs.

**Total Number of Employees to be preserved.:** \_\_\_\_\_

---

**Time Frame:**

See **Exhibit A** attached hereto for grant eligibility criteria. Please note that in the event a certificate of occupancy or final inspection (as applicable) is not obtained prior to the deadlines set forth in Exhibit A (the "Deadlines"), the applicant is required to pay the entire outstanding balance of the mobility fee pursuant to the mobility fee calculation certificate issued by the City. In the event an applicant does not meet the Deadlines, no certificate of occupancy or final inspection shall be approved until payment in full of the outstanding balance.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Exhibit A

(a) *Six-Month Waiver Period.* The provisions of Section 655.503 (Mobility fee requirement, certificate, application process and calculation) which require the payment of the mobility fee prior to approval of final construction and/or engineering plans under Chapter 320, Ordinance Code, or building permits for single family residential construction, are hereby temporarily waived for the earlier of six (6) months from the effective date of this Ordinance \_\_\_\_\_ [insert date here], or such shorter time frame if sooner repealed by Council (the "Six-Month Waiver Period"). In all other respects, Section 655.503 (Mobility fee requirement, certificate, application process and calculation) shall remain in full force and effect. Application for mobility fee calculation certificate, and mobility fee calculation, are still required, and applicants must demonstrate the number of jobs created or retained in connection with the project. The temporary waiver will only be applicable to those mobility fees set forth in a mobility fee calculation certificate issued by the City within the Six-Month Waiver Period. Thus, during the Six Month Waiver Period, and notwithstanding anything to the contrary in Chapter 655, Ordinance Code, approval of final construction and/or engineering plans under Chapter 320, Ordinance Code, or building permits for single family residential construction may be obtained without the obligation to pay the mobility fee set forth in the mobility fee calculation certificate, and construction may thereafter commence.

(b) *Additional Three-Month Partial Waiver Period.*

An additional three months, providing a waiver of fifty percent (50%) of the calculated mobility fee, is hereby allowed for projects whose final construction and/or engineering plans under Chapter 320, or building permits for single family residential construction, are not ready for approval within the Six Month Waiver Period, but are eligible for approval within an additional three months after the termination of the Six Month Waiver Period (the "Additional Three Month Waiver Period"). Upon payment of 50% of the mobility fee set forth in a mobility fee calculation certificate, the project may

be approved and thereafter construction may commence. Upon the termination of the Additional Three-Month Waiver Period, mobility fees shall be charged at the one hundred percent (100%) rate as currently expressed in Section 655.503, Ordinance Code.

**Requirement for Certificate of Occupancy by Time Certain.** The waiver of the requirement for payment of a mobility fee for six months, or partial payment for an additional three months is intended to assist the development of projects that would have otherwise been initiated and constructed but for the COVID-19 emergency. Accordingly, the waivers authorized in 76 above are intended to be tied to the completion of the construction project and obtaining a Certificate of Occupancy (or Final Inspection, as applicable) for that project within a reasonable amount of time. Because of the difference in complexities of development of various types of projects, the following time frames are allowed within which a Certificate of Occupancy or Final Inspection must be obtained, or else the full amount of the mobility fee, as calculated in the mobility fee calculation certificate, shall become immediately due and payable.

(a) Single family residential homes and non-single family home projects that have a value of less than \$1,000,000.00 - no later than twenty-four (24) months from the effective date of this Ordinance.

(b) Non-single family residential projects that exceed a value of \$1,000,000.00 - no later than thirty-six (36) months after the effective date of this Ordinance.

In determining the value, the project value may include all phases of development associated with the final construction and/or engineering plans or non-single family residential building permits even if not obtained within the same six month temporary partial waiver rate period or within the overall temporary partial waiver period. However, the mobility fee waiver rate percentage will be determined based upon the temporary/partial waiver rate period within which the final construction and/or engineering plans were approved. In the event a certificate of occupancy or final inspection, as



applicable, is not obtained within the time frames set forth in subsections (a) and (b) of this Section 8, the entire amount of the mobility fee (less any portion previously paid, if any), as calculated in the mobility fee calculation certificate, shall become immediately due and payable and no certificate of occupancy or final inspection shall be approved until such payment is made in full.

<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - Up to 10,000 Sq. Ft.</b>	<b>\$150.00</b>
<b>Subsequent Re-submittal Fee - Up to 10,000 Sq. Ft.</b>	<b>\$75.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 10,000 to 20,000 Sq. Ft.</b>	<b>\$175.00</b>
<b>Subsequent Re-submittal Fee - 10,001 to 20,000 Sq. Ft.</b>	<b>\$75.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 20,001 to 30,000 Sq. Ft.</b>	<b>\$225.00</b>
<b>Subsequent Re-submittal Fee - 20,001 to 30,000 Sq. Ft.</b>	<b>\$75.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 30,001 to 40,000 Sq. Ft.</b>	<b>\$275.00</b>
<b>Subsequent Re-submittal Fee - 30,001 to 40,000 Sq. Ft.</b>	<b>\$100.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 40,001 to 50,000 Sq. Ft.</b>	<b>\$325.00</b>
<b>Subsequent Re-submittal Fee - 40,001 to 50,000 Sq. Ft.</b>	<b>\$100.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 50,001 to 60,000 Sq. Ft.</b>	<b>\$375.00</b>
<b>Subsequent Re-submittal Fee - 50,001 to 60,000 Sq. Ft.</b>	<b>\$150.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 60,001 to 70,000 Sq. Ft.</b>	<b>\$425.00</b>
<b>Subsequent Re-submittal Fee - 60,001 to 70,000 Sq. Ft.</b>	<b>\$150.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 70,001 to 80,000 Sq. Ft.</b>	<b>\$475.00</b>
<b>Subsequent Re-submittal Fee - 70,001 to 80,000 Sq. Ft.</b>	<b>\$150.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 80,001 to 90,000 Sq. Ft.</b>	<b>\$525.00</b>
<b>Subsequent Re-submittal Fee - 80,001 to 90,000 Sq. Ft.</b>	<b>\$150.00</b>
<b>Fire Plans Review - New Construction Plans Review Charge based on square footage - 90,001 to 100,000 Sq. Ft.</b>	<b>\$575.00</b>

Subsequent Re-submittal Fee - 90,001 to 100,000 Sq. Ft.	\$150.00
Fire Plans Review Fees - New Construction Plans Review Charge based on square footage - >100,000 shall be computed at the fee of \$625 plus \$5.00 for every 5,000 sq. ft. increment in excess of 100,000 sq. ft. (assumes avg. of 150,000 sq. ft.)	\$625.00
Subsequent Re-submittal Fee - >100,000 sq. ft. shall be computed at the fee of \$150 plus \$10.00 for every 5,000 sq. ft. increment in excess of 100,000 sq. ft. on a "resubmittal" review. (Assumes 150,000 sq. ft.)	\$150.00
Fire Plans Review - New Sprinklers < 10,000 sq. ft.	\$150.00
Fire Plans Review - New Sprinklers < 20,000 sq. ft.	\$175.00
Fire Plans Review - New Sprinklers < 30,000 sq. ft.	\$225.00
Fire Plans Review - New Sprinklers < 40,000 sq. ft.	\$275.00
Fire Plans Review - New Sprinklers < 50,000 sq. ft.	\$325.00
Fire Plans Review - New Sprinklers < 60,000 sq. ft.	\$375.00
Fire Plans Review - New Sprinklers < 70,000 sq. ft.	\$425.00
Fire Plans Review - New Sprinklers < 80,000 sq. ft.	\$475.00
Fire Plans Review - New Sprinklers < 90,000 sq. ft.	\$525.00
Fire Plans Review - New Sprinklers < 100,000 sq. ft.	\$575.00
Fire Plans Review - New Sprinklers > 100,000 sq. ft.	\$625.00
Fire Plans Review - Sprinklers - Relocated up to 50 heads	\$125.00
Fire Plans Review - Sprinklers - Relocated 51 or More Heads	\$175.00
New Fire Alarm < 10,000 sq. ft.	\$150.00
New Fire Alarm < 20,000 sq. ft.	\$175.00
New Fire Alarm < 30,000 sq. ft.	\$225.00
New Fire Alarm < 40,000 sq. ft.	\$275.00
New Fire Alarm < 50,000 sq. ft.	\$325.00

<b>New Fire Alarm &lt; 60,000 sq. ft.</b>	<b>\$375.00</b>
<b>New Fire Alarm &lt; 70,000 sq. ft.</b>	<b>\$425.00</b>
<b>New Fire Alarm &lt; 80,000 sq. ft.</b>	<b>\$475.00</b>
<b>New Fire Alarm &lt; 90,000 sq. ft.</b>	<b>\$525.00</b>
<b>New Fire Alarm &lt; 100,000 sq. ft.</b>	<b>\$575.00</b>
<b>New Fire Alarm &lt; 100,000 sq. ft.</b>	<b>\$625.00</b>
<b>Fire Alarm - Alterations Up to 5,000 Sq. Feet</b>	<b>\$100.00</b>
<b>Fire Alarm - Alterations 5,001 or more Sq. Feet</b>	<b>\$175.00</b>
<b>Fire Plans Review - New Tents</b>	<b>\$100.00</b>
<b>Fire Plans Review - New Hood Systems</b>	<b>\$125.00</b>
<b>Fire Plans Review - Existing Hood Systems (Re-Pipe)</b>	<b>\$100.00</b>
<b>Fire Plans Review - New Paint Booth System</b>	<b>\$125.00</b>
<b>Fire Plans Review - New Tanks Above Ground</b>	<b>\$150.00</b>
<b>Fire Plans Review - New Awnings</b>	<b>\$125.00</b>
<b>Fire Plans Review - Re-Inspections</b>	<b>\$75.00</b>
<b>Fire Plans Review - Engineered Systems: Same as Architectural Plans (FM200, Dry Chem, CO2, Halon etc.)</b>	<b>\$125.00</b>
<b>Fire Plans Review and Initial Visual, Pressure and Flush Inspections - Underground Fire Main</b>	<b>\$160.00</b>
<b>Fire Plans Review and Initial Visual, Pressure and Flush Inspections / Re-Inspections - Underground Fire Main</b>	<b>\$125.00</b>
<b>Fire Plans Review and Initial Visual and Flush Inspection for Four (4) Hydrants - Underground Fire Main</b>	<b>\$125.00</b>
<b>Fire Plans Review - Each Additional Hydrant - Underground Fire Main</b>	<b>\$70.00</b>
<b>Fire Plans Review - Re-Inspections - Underground Fire Main</b>	<b>\$100.00</b>
<b>Fire Plans Review - Fire Pumps</b>	<b>\$175.00</b>

<b>Fire Plans Review - DMG Plans</b>	<b>\$125.00</b>
<b>Replacing damaged or non-working peripheral components on existing fire alarm systems (no new wiring, adding additional components, or extending or modifying system). Note - Fire alarm panel replacements constitutes a new fire alarm system</b>	<b>\$10.00 (no inspection required)</b>



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# City of Jacksonville, Florida

*Lenny Curry, Mayor*

City of Jacksonville Treasury Division  
City Hall  
St. James Building  
117 W Duval Street, Suite 300  
Jacksonville, Florida 32202  
(904) 630-CITY  
www.coj.net

## COVID-19 Lease/Rent/Loan Deferral Request Form

The purpose of this COVID-19 Lease/Rent Deferral Request Form is to request a temporary deferral of monthly lease/rent payments to reduce the economic burden resulting from actions taken to combat the spread of the COVID-19 virus. I understand that a request may only be made for the following: (a) Due to COVID-19 we have either furloughed employees or have instituted a work-from-home policy and have experienced a significant loss in revenue; or (b) Due to COVID-19 and our designation as a non-essential business we are temporarily closed.

### Company Information:

Company Name: \_\_\_\_\_

Owning Individual or Entity: \_\_\_\_\_

Business Type: \_\_\_\_\_

EIN/TIN: \_\_\_\_\_

Number of Locations in Duval County: \_\_\_\_\_

Main Contact: \_\_\_\_\_

Contact Title: \_\_\_\_\_

### Primary Mailing address:

Business Address 1: \_\_\_\_\_

Business Address 2: \_\_\_\_\_

Suite/Unit : \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

[CONTINUED ON FOLLOWING PAGE]

**COVID-19 Lease/Rent Deferral Request Form**  
**Page 2 of 2**

**Reason For Request:**

- Due to COVID-19 we have either furloughed employees or have instituted a work-from-home policy AND have experienced a significant loss of revenue.

**Beginning Date of furlough or "work from home" implementation:** \_\_\_\_\_

**Total Number of Employees as of March 1, 2020:** \_\_\_\_\_

**Number of Employees furloughed or working exclusively from home:** \_\_\_\_\_

**Monthly Revenue pre-COVID-19:** \_\_\_\_\_

**Loss of Monthly Revenue associated with COVID-19:** \_\_\_\_\_

- Due to COVID-19 and our designation as a non-essential business we are temporarily closed.

**Total Number of Employees as of March 1, 2020:** \_\_\_\_\_

**Date Business temporarily closed:** \_\_\_\_\_

---

**Time Frame:**

Temporary deferrals in lease/rent payments for businesses that remain in operation or temporarily closed businesses will terminate no later than such time as businesses are allowed to return to normal operation or at another date chosen by the City. Such termination of this temporary reduction will be communicated to those affected within 7 business days following such rescission.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





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# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Downtown Investment Authority  
Office of Public Parking  
Claude Yates Building  
231 East Forsyth Street, Suite 424  
Jacksonville, Florida 32202  
(904) 630-CITY  
www.coj.net

## COVID-19 Individual Parking Rate Concession Request Form

The purpose of this COVID-19 Individual Parking Rate Concession Request Form is to request a reduction in my monthly parking rates with the Public Parking Division due to personal economic hardship as a result of COVID-19. I understand that a request may be made for the following: (a) Due to COVID-19 I have been furloughed from my job; or (b) Due to COVID-19 I am receiving significantly less income due to decreased hours or reduced wages. A rate concession will not be offered to any individual who is still receiving full pay for their job even if they are directed to work from home.

I understand that there is a separate Cancellation Agreement that can be obtained through the Office of Public Parking should I wish to cancel my monthly parking contract.

### Contact Information

Name \_\_\_\_\_

Hanging Permit # \_\_\_\_\_ or Access Card # \_\_\_\_\_

Mailing address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Address Unit/Apartment: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Reason For Request:

- Due to COVID-19 I have been furloughed from my job; or
- Due to COVID-19 my income has been reduced by 25% or more due to decreased hours or reduced wages

[CONTINUED ON FOLLOWING PAGE]



**COVID-19 Individual Parking Rate Concession Request Form**  
**Page 2 of 2**

\_\_\_\_\_

**Employer Information**

Employer: \_\_\_\_\_

Contact: \_\_\_\_\_

Mailing address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Address Unit/Apartment: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

\_\_\_\_\_

**Beginning Date of furlough or income reduction:** \_\_\_\_\_

**Monthly income before furlough or income reduction:** \_\_\_\_\_

**Monthly income after furlough or income reduction:** \_\_\_\_\_

**Current Parking Location:** \_\_\_\_\_

**Current Parking Rate:** \_\_\_\_\_

**A temporary 50% reduction in parking rates will be available to individuals who are determined to be qualified based on furlough or significant income loss due to COVID-19.**

**Time Frame:**

Temporary reductions in rates for individuals who are furloughed or whose income has been reduced as a result of COVID-19 will terminate no later than such time as businesses are allowed to return to normal operation or at another date chosen by the DIA/COJ. Such termination of this temporary reduction will be communicated to those affected within 7 business days following such rescission and become effective no less than 5 days thereafter.

[CONTINUED ON FOLLOWING PAGE]

**COVID-19 Individual Parking Rate Concession Request Form**  
**Page 2 of 2**

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Signature \_\_\_\_\_

Date \_\_\_\_\_

I authorize the Office of Public Parking to contact my employer for verification of furlough or reduction in income. I understand that I may be required by the Office of Public Parking to, from time to time, certify that I am still furloughed or am still experiencing a reduction in income.



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# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Downtown Investment Authority  
Office of Public Parking  
Claude Yates Building  
231 East Forsyth Street, Suite 424  
Jacksonville, Florida 32202  
(904) 630-CITY  
www.coj.net

## COVID-19 Corporate Parking Lease Rate Concession Request Form

The purpose of this COVID-19 Corporate Parking Lease Rate Concession Request Form is to request a temporary reduction in corporate monthly parking rates as a result of economic hardship. I understand that a request may be made for the following: Due to COVID-19 we have either furloughed employees or have instituted a work-from-home policy and have experienced a significant loss in revenue.

We understand that there is a separate Cancellation Agreement that can be obtained through the Office of Public Parking should we wish to cancel our monthly parking contract or otherwise permanently reduce the number of parking spaces leased.

---

### Company Information

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Title: \_\_\_\_\_

### Mailing address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Address Unit/Apartment: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

[CONTINUED ON FOLLOWING PAGE]

**COVID-19 Corporate Parking Rate Concession Request Form**  
**Page 2 of 2**

**Reason For Request:**

- Due to COVID-19 we have either furloughed employees or have instituted a work-from-home policy AND have experienced a significant loss of revenue.

**Beginning Date of furlough or "work from home" implementation:** \_\_\_\_\_

**Total number of employees (parkers) as of March 1, 2020:** \_\_\_\_\_

**Number of Employees furloughed or working exclusively from home:** \_\_\_\_\_

**Number of Employees working from Business location (Parkers):** \_\_\_\_\_

**Type of Business:** \_\_\_\_\_

**Monthly company revenue pre-COVID-19:** \_\_\_\_\_

**Loss of Monthly Revenue associated with COVID-19:** \_\_\_\_\_

**Request:**

- Temporary reduction in parking rates for businesses that remain in operation (rate to be determined based on hardship and revenue loss but in no event less than 50% of the current rate)

**Current Parking Rate (Per Parker):** \_\_\_\_\_

**Time Frame:**

Temporary reductions in rates for businesses that remain in operation will terminate no later than such time as businesses are allowed to return to normal operation or at another date chosen by the DIA/COJ. Such termination of this temporary reduction will be communicated to those affected within 7 business days following such rescission and effective no fewer than 5 days thereafter.

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_



ONE CITY. ONE JACKSONVILLE.

# City of Jacksonville, Florida

*Lenny Curry, Mayor*

Downtown Investment Authority  
Office of Public Parking  
Claude Yates Building  
231 East Forsyth Street, Suite 424  
Jacksonville, Florida 32202  
(904) 630-CITY  
www.coj.net

## COVID-19 Non-Essential Business Parking Lease Concession Request Form

The purpose of this COVID-19 Non-Essential Business Parking Lease Concession Request Form is to request a temporary abatement in parking charges for a specific number of parkers as a result of economic hardship. We understand that a request may be made for the following: Due to COVID-19 and our designation as a non-essential business we are temporarily closed.

We understand that there is a separate Cancellation Agreement that can be obtained through the Office of Public Parking should we wish to cancel our monthly parking contract or otherwise permanently reduce the number of parking spaces leased.

### Company Information

Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Title: \_\_\_\_\_

### Mailing address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

Address Unit/Apartment: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

[CONTINUED ON FOLLOWING PAGE]

**COVID-19 Non-Essential Business Parking Concession Request Form**

Page 2 of 2

**Reason For Request:**

- Due to COVID-19 and our designation as a non-essential business we are temporarily closed.

**Type of Business:** \_\_\_\_\_

**Total number of employees (parkers) as of March 1, 2020:** \_\_\_\_\_

**Date on which business closed:** \_\_\_\_\_

(if you do not plan to re-open your business, you should complete a Cancellation Agreement rather than this form)

**Request:**

- Temporary reduction in number of spaces (parkers) for **closed non-essential businesses:**

Number of Total Parkers under current agreement: \_\_\_\_\_

Number of parkers for whom you would like to have spaces while the business remains closed: \_\_\_\_\_

**Time Frame:**

Temporary reductions in spaces for closed businesses will terminate no later than such time as businesses are allowed to return to normal operation or at another date chosen by the DIA/COJ. Such termination of this temporary reduction will be communicated to those affected within 7 business days following such rescission and effective no fewer than 5 days thereafter.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**PREPAID BUSINESS SUITE SERVICES AGREEMENT**

**Client:** **City of Jacksonville**  
117 W. Duval St., Suite 300  
Jacksonville, FL 32202

**FIS:** Fidelity Information Services, LLC (together with its affiliates, "**FIS**")  
601 Riverside Avenue  
Jacksonville, FL 32204

**Effective Date:** April 21, 2020

FIS is pleased to welcome you to the FIS family.

Your agreement with FIS is made up of the attached Terms and Conditions ("**Terms**") as well as pricing attachments that are attached (the "**Agreement**"). All Services purchased from FIS will be added through an Order Form, SOW, other amendment, or otherwise will be incorporated into the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers or representatives to execute and deliver this Agreement as a legally binding obligation of such party.

**CITY OF JACKSONVILLE**

**FIDELITY INFORMATION SERVICES, LLC**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**ATTEST:**

**By:** \_\_\_\_\_

James R. McCain, Jr.

Corporation Secretary

**FORM APPROVED:**

\_\_\_\_\_  
Office of the General Counsel



**TERMS AND CONDITIONS**  
**FIS Prepaid Business Suite**

The **City of Jacksonville** ("Client") has engaged **Fidelity Information Services, LLC** (together with its subsidiaries and Affiliates, "**FIS**") to provide Client with one or more prepaid card programs (each a "**Program**") as further defined below. The Cards will be distributed by Client in connection with bona fide business programs the Client makes available to its employees, franchisees, dealers, distributors, clients or customers. "**Affiliate**" means, with respect to a party, any entity which directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with such party.

1. THE CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT FIS OR A THIRD PARTY PROVIDER TO FIS has an agreement to market and manage prepaid card programs with a nationally chartered financial institution ("**Issuing Bank**") which is the issuer of Cards, a member of Visa USA ("**Visa**") or MasterCard ("**MasterCard**") (Visa and MasterCard are referred to herein as the "**Association(s)**") and licensed through the Associations to provide card issuance services. As used in this agreement any reference to FIS shall also be a reference to its third-party service providers.

2. **Commencement Term.**

2.1. Each party shall make commercially reasonable efforts, including the assignment of adequate personnel, to commence the Service as soon as practicable following the Effective Date. The "**Commencement Date**" of a Program is the date on which Client first distributes a Card. FIS reserves the right to decline to commence a Program for Client in its sole discretion or discontinue the distribution of cards if determined in its or Issuing Bank's sole discretion to be inconsistent with safe and sound banking practices.

2.2. Term. The Agreement is effective on the Effective Date and shall continue for an initial term of sixty (60) months (the "**Initial Term**"). After the Initial Term, or the then current Renewal Term, the term of the Agreement may be renewed for one additional sixty (60) month term upon the mutual agreement of the parties (a "**Renewal Term**") unless terminated by Client or FIS in writing at least 180 days prior to the last day of the Initial Term.

3. **FIS Responsibilities.**

3.1. **FIS Performance.** FIS shall provide Client and, where applicable, Client's customers ("**Customers**") with access to and use of the Service in accordance with these Terms, and FIS' then current standard user operating instructions and requirements made available to Client from time to time ("**Specifications**"). FIS shall make available documents, reports, statements and other output of the Services, as may be more fully described in the Specifications (collectively, "**Output**"). "**Service**" means a service provided by FIS pursuant to this Agreement, to include any Program. FIS may withdraw a Service or terminate any function or Service (i) immediately upon any final regulatory, legislative, or judicial determination that providing such Service or function violates applicable law or regulation or the rights of any third party, or (ii) upon providing not less than three hundred sixty-five (365) days' prior written notice to Client so long as FIS is withdrawing or terminating the Service or function from its entire client base.

3.2. FIS will provide to Client one or more prepaid card programs (each a "**Program**") as described the applicable program terms (set forth herein) and as designated on an Order Form, whereby FIS will supply Client with one or more types of prepaid cards ("**Cards**") purchased by Client pursuant to an Order Form. The Cards will be distributed by Client in connection with bona fide business, economic incentive and COVID-19 related programs the Client makes available to its employees, franchisees, dealers, distributors, clients, customers, or residents of Duval County, as applicable. All Cards will be prepaid cards as further described in the Program Addendum.

3.3. FIS shall provide the Programs in compliance with all Laws applicable to FIS as provider of the Programs. "**Law**" means any law, rule, regulation, ordinance, code or order to which a party may be subject or under which a party may exercise rights.

3.4. FIS shall perform an on-going review of Laws applicable to the provision of the Programs. FIS shall maintain the features of the Programs in accordance with all Laws applicable to such features, including new or amended Laws (as applicable and necessary to support compliance obligations), in a non-custom environment.

4. **Client Responsibilities.**

4.1. Client shall: (i) timely deliver to FIS any information necessary for the provision of the Programs in a





form and format approved by FIS, including but not limited to the Client Due Diligence Form included with this Agreement; (ii) [intentionally omitted], (iii) be solely responsible for timely procuring any information or cooperation required from its employees other third parties in order to commence the Program; (iv) have sole responsibility for verifying the accuracy, completeness or authenticity of any Data furnished by Client or a third party; (v) be solely responsible for training its employees and representatives to comply with all Laws applicable to Client and the procedures set forth in any manual or other literature provided to Client by FIS; (vi) comply with all Laws applicable to Client's business and its use of the Programs, including but not limited to those Laws relating to usury, truth-in-lending, fair credit reporting, equal credit opportunity, automated clearing house transfers, networks associations, electronic funds transfer, privacy and direct marketing, regardless of whether Client uses any forms or other materials supplied by FIS.

4.2. Client shall be responsible for monitoring and interpreting (and for complying with, to the extent such compliance requires no action by FIS), the applicable Laws pertaining to Client's business ("Legal Requirements"). Based on Client's instructions, FIS shall implement features and options (collectively, the "Parameters") for a Program that shall apply to Client. Client shall be responsible for determining that such selections are consistent with the Legal Requirements. In making such determinations, FIS deliver the Programs in accordance with the Parameters.

5. Data.

5.1. Client shall be solely responsible for transmitting its Data (collectively, "Client Data") and verifying the accuracy, completeness or authenticity of Data furnished by Client or a third party. Client shall bear any risk of loss resulting from that transmission until receipt by FIS. FIS shall bear the risk of loss resulting from Data transmitted to Client until Client confirms receipt. If Client requests FIS to disclose Client Data to a third party, Client shall provide FIS with written authorization to do so and bear any risk of loss or liability associated with that disclosure. In addition, FIS shall be held harmless from any claim arising out of such disclosure or the third party's use or disclosure of that Client Data. If Client's requested disclosure includes FIS Confidential Information, FIS may remove FIS Confidential Information (or require such removal) prior to such disclosure and require the third party to enter into a written agreement with FIS governing use, disclosure and safekeeping of the FIS Confidential Information.

5.2. FIS shall not be responsible for the accuracy, completeness or authenticity of any Data furnished by Client or a third party, and shall have no obligation to audit, check or verify that Data. If any Data submitted by Client or a third party to FIS is incorrect, incomplete or not in the required format, FIS may require Client to resubmit the Data or FIS may correct the Data and bill Client its then current rates for performing those corrections. FIS shall attempt to notify Client prior to Client incurring such expense.

5.3. Client shall maintain a copy of all Data submitted to FIS (whether directly or through a third party) to permit reconstruction if ever required. Client assumes all risk and expense associated with Data reconstruction, except for those expenses incurred as a direct consequence of FIS' breach of the Agreement. If Data reconstruction is ever required, the parties shall mutually agree on a schedule for that reconstruction

6. Reserved.

7. Use of Services. Except as otherwise permitted in the Agreement or in writing by FIS, Client shall use each Service only for its own internal business purposes to service its Customers in accordance with the terms of the Agreement and the applicable Specifications. Client shall not (i) except as permitted in the Agreement and the applicable Specifications, sell, use or otherwise provide, directly or indirectly, any of the Service, or any portion thereof to or for the benefit of any third party, (ii) except as permitted by FIS in writing, copy any Service, or any part, feature, function or user interface thereof; (iii) adapt, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on any Service or any part thereof; (iv) attempt to gain unauthorized access to any Service or its related systems or networks; (v) access any Service for purposes of monitoring the performance or functionality for any benchmarking or competitive purposes; or (vi) perform any load or security testing unless FIS' prior written approval is obtained. Client agrees that FIS may use all suggestions for improvement and comments regarding the Service that are furnished by Client to FIS in connection with the Agreement, without accounting or reservation. Except as otherwise may be set forth herein or in writing between the parties.

8. Payment.

8.1. Any upfront or onetime fees described in an Order Form or pricing attachment are due prior to Commencement Date. Any recurring fees shall be billed for each calendar month (or portion thereof) beginning on the Commencement Date and shall be paid within thirty (30) days of the invoice date.



8.2. **Payment Account.** FIS shall electronically debit the account specified by Client ("FIS Payment Account") to settle: any fees, charges or other amounts owed to FIS by Client. Client shall maintain sufficient funds in the FIS Payment Account to cover any amounts owed to FIS and is solely responsible for properly applying all credits and debits made to the FIS Payment Account by FIS. Client shall provide FIS Payment Account information sufficient for FIS to initiate ACH transfer within thirty (30) days after execution of this Agreement and shall provide to FIS any change in FIS Payment Account information within three (3) business days of any change. In the event FIS does not collect amounts owed from the FIS Payment Account, Client must pay such amounts via electronic payment within thirty (30) days of the invoice date. For any amount not paid within thirty (30) days after its due date, Client shall pay a late fee equal to the lesser of one and one-half percent (1½%) per month of the unpaid amount or the maximum interest rate allowed by law.

8.3. **Billing Errors.** In the event of over-billing, FIS will correct the error by credit to Client. If Client was under-billed, FIS will add the under-billed amount to a future invoice. FIS may utilize any amounts owed to Client under the Agreement to pay or reimburse FIS for amounts owed by Client.

8.4. **Taxes.** All charges and fees to be paid by Client under the Agreement are exclusive of any applicable withholding, sales, use, excise, value added or other taxes. Any of these taxes for which FIS is legally or contractually responsible to collect from Client shall be billed by FIS and paid by Client. FIS shall pay and hold Client harmless for any taxes on FIS property, income or payroll. Client agrees to hold FIS harmless for any sales, use, excise, value added or other taxes assessed by a taxing authority on Client and arising out of the Agreement. In the event of any assessment by a taxing authority, both parties agree to cooperate with each other to resolve issues in order to minimize the assessment.

## 9. **Intellectual Property.**

9.1. Each party shall continue to own any Data that it provides, or that may be provided on its behalf, to the other party in connection with the use or provision of the Services. Client is not acquiring a copyright, patent or other intellectual property right in any Service, Specifications or Output, modifications, customizations, enhancements, changes or work product related thereto (whether tangible or intangible), all of which shall be owned solely by FIS. "Deliverable" means any technical, programming, consulting, implementation and other professional services performed by FIS, as described in an SOW or similar document signed by the parties.

9.2. Any intellectual property rights that existed prior to the Effective Date shall belong solely to the party owning them at that time. Neither party shall be entitled to any copyright, trademark, trade name, trade secret or patent of the other party.

9.3. Client shall not alter, remove, obscure or revise any proprietary, restrictive, trademark or copyright notice included with, affixed to, or displayed in, on or by a Service or Specifications.

## 10. **Confidentiality.**

10.1. Each party shall treat information received from the other that is designated as "confidential" at or prior to disclosure ("Confidential Information") as strictly confidential. FIS designates the Programs, Cardholder Information that qualifies as Non-public Personal Information" under the Gramm-Leach-Bliley Act of 1999 or its state law equivalents ("NPI") and the terms of the Agreement, and all information related to the foregoing, as its Confidential Information. Client designates employee personal information as its Confidential Information.

10.2. Each party shall: (i) restrict disclosure of the other party's Confidential Information to employees, agents and Affiliates solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance, but in no event less than a reasonable degree of care; (v) establish procedural, physical and electronic safeguards, designed to meet the objectives of the FFIEC Interagency Guidelines, to prevent the compromise or unauthorized disclosure of Confidential Information. Client shall notify FIS of any breach of FIS' Confidential Information as soon as possible following determination of such breach. FIS shall notify Client of any breach of its Confidential Information as soon as possible following determination of such breach.

10.3. Confidential Information shall remain the property of the party from or through whom it was provided. Except for NPI, neither party shall be obligated to preserve the confidentiality of any information that: (i) was previously known; (ii) is a matter of public knowledge; (iii) was or is independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom it was disclosed without restriction. Disclosure of Confidential Information shall be permitted if it is: (a) required by law; (b) in connection



with the tax treatment or tax structure of the Agreement; or (c) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order. Upon termination of an Addendum, each party shall, except as otherwise set forth in Section 6.4 below, destroy the other party's Confidential Information relating to that Addendum in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party. Upon termination of the Agreement, each party shall destroy any remaining Confidential Information of the other party in the same manner or, if so requested, return it to the disclosing party at its expense.

10.4. Notwithstanding any provision herein to the contrary, FIS acknowledges and agrees that: Client is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws" and that this Agreement and any records provided to Client by FIS shall be a public record as defined therein. Any specific information that FIS claims to be Confidential Information must be clearly identified as such by Company. To the extent consistent with Florida Law, City shall maintain the confidentiality of all such information marked by Company as confidential.

11. **Indemnification.** Subject to the provisions and limitations of Section 768.28, Florida Statutes, which provisions and limitations are not hereby altered, expanded, or waived, Client agrees to defend, indemnify and hold FIS, the Issuing Bank, their employees, representatives and agents harmless from any and all claims, damages, losses or liabilities (including attorneys' fees and costs) arising out of (i) Client's negligent acts or omissions or the negligent acts and omissions of its employees, representatives and agents in connection with this Agreement; (ii) Client's employees, representatives or agents failure to comply with all federal, state, and local laws and regulations applicable to its activities under this Agreement; (iii) Client's material breach of this Agreement.

12. **Limitation of Liability.**

12.1. FIS' AND ISSUING BANK'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT FOR THE SERVICES FOR THE SPECIFIC CARD PROGRAM TO WHICH THE LIABILITY PERTAINS DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM.

12.2. IN NO EVENT SHALL FIS OR THE ISSUING BANK BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS, EVEN IF FIS HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.3. **Disclaimer of Liability for Certain Losses.** Notwithstanding anything to the contrary contained in Section 12.1 above, under no circumstances shall FIS be liable for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees (collectively, "Losses") caused, directly or indirectly, in whole or in part, by: (i) Client; (ii) a third party, other than FIS' subcontractors and authorized agents; (iii) use of attachments, features, or devices not authorized by the Specifications; (iv) improper or inadequate conditions at a non-FIS site; (v) improper or incomplete installation not caused by FIS or its authorized agents; (vi) equipment changes, reconfigurations, upgrades or relocations performed by someone other than FIS or its authorized agents; (vii) abuse, misuse, alteration or use that is inconsistent with the terms of the Agreement or Specifications; (viii) incorrect or incomplete Data supplied by Client or its agents; (ix) software, hardware or systems not supplied by FIS; (x) a Force Majeure Event; or (xi) a failure that is not directly attributable to FIS or under FIS' direct control.

12.4. FIS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PROGRAM OR CARDS WILL BE UNINTERRUPTED OR ERROR-FREE.

13. **Use of Names and Trademarks.** FIS may use Client's name: (i) in a general listing of users of its products and services; and (ii) as reasonably necessary to perform any Services. Other than the foregoing: (a) neither party shall use the other party's logos, trademarks or stock exchange ticker symbol unless pre-approved in writing; and (b) the parties shall consult with each other in preparing any press release or other similar communication that mentions or implies a relationship between them.

14. **Termination.** This Agreement may be terminated immediately by either Party: (i) if the Associations





prohibit the Program; (ii) the Issuing Bank ceases to provide services to FIS or its third party service provider necessary for the continuation of the Program; (iii) any third party service provider to FIS ceases to provide services to FIS necessary for continuation of the Program; (iv) the other Party files a voluntary petition in bankruptcy or a petition seeking any reorganization, liquidation, dissolution or similar relief for debtors; (v) the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against the other party seeking any reorganization, liquidation, dissolution or similar relief; (vi) in the event of any breach or default by the other party that remains uncured thirty days after notice thereof; (vii) if, in FIS' or Issuing Bank's reasonable judgment applicable laws, rules or regulations prohibit the Program or materially increase the regulatory burden of continuing the Program or (viii) the other Party engages in any illegal, fraudulent or unauthorized use of any of the Cards. Termination of the Agreement or a Program shall not impact any right or obligation arising prior to termination.

**15. Export Restrictions and Unlawful Activity.**

15.1. FIS' Confidential Information is subject to export controls under applicable Laws. Accordingly, Client shall: (i) remain in compliance with all requirements associated with such Laws as applicable to this Agreement; (ii) reasonably cooperate fully with any audit related to such Laws; and (iii) not export to or utilize FIS' Confidential Information in any location for which a license or other authorization is required by those Laws without first securing such license or authorization, or in any country that is subject to a comprehensive embargo by the US government. Client shall be solely responsible for the importation of FIS' Confidential Information, including obtaining any approval or permit necessary for importation or use.

15.2. Neither Client nor any of its directors, officers, agents, employees or other persons associated with or acting on its behalf: (i) have received or will receive any unlawful contribution, gift, entertainment or other payment from FIS; or (ii) is in violation of or will violate any applicable anti-corruption or anti-bribery Laws in the performance of the Agreement. FIS shall have an irrevocable right to immediately terminate the Agreement or any other relationship with Client if this subsection is breached.

**16. Miscellaneous.**

16.1. Dispute Resolution, Governing, Law Venue. Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with Florida law and the Commercial Arbitration Rules of the American Arbitration Association. FIS and Client expressly consent to venue and arbitration in Jacksonville, Florida. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by FIS and Client. The prevailing party shall be entitled to recover its reasonable attorney fees and costs. In addition, this Agreement shall be governed by applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations. Client agrees that venue for any action brought under this Agreement shall be exclusively in the court of appropriate jurisdiction in Duval County, Florida.

16.2. Notice. All demands, notices and communications hereunder shall be in writing and deemed to have been duly given if personally delivered at or mailed (by registered mail, postage prepaid, by a reputable overnight courier) to the Client or FIS at the address set forth below.

16.3. Assignment. Client shall not assign, subrogate or transfer any interest, obligation or right arising out of the Agreement without prior written consent from FIS, which shall not be unreasonably withheld. Any dissolution, consolidation, merger, transfer or reorganization of a majority of the assets or stock of Client shall constitute an attempted assignment and shall be void from its inception. Subject to the foregoing, the terms of the Agreement shall be binding upon and inure to the benefit of permitted successors and assigns.

16.4. This Agreement is entered into solely for the benefit of FIS and Client and will not confer any rights upon any other persons not expressly a party to this Agreement including cardholders or employees or of Client. Client represents, warrants, and covenants that all information provided is true and accurate as of the date of this Agreement. Client is duly registered and legally authorized to do business in the States where residing and shall remain in good standing throughout the term of this Agreement.

16.5. FIS may from time to time amend the terms of this Agreement to the extent required by applicable federal and state law by providing such amended terms in writing to Client.

16.6. Client acknowledges and agrees that FIS does not hold Cardholder funds and is not licensed as a money transmitter as defined by the U.S. Department of the Treasury.

16.7. No waiver of any provisions of the Agreement and no consent to any default under the



Agreement shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Agreement shall be construed as a waiver of such provision for any party's rights. Waiver by a party of any default by the other party shall not be deemed a waiver of any other default.

16.8. Due to the likelihood of irreparable injury, each party shall be entitled to seek an injunction against the other for any breach of confidentiality, indemnification and intellectual property obligations.

16.9. If any provision(s) of this Agreement, including any Addenda, attachments and exhibits hereto, is determined to be invalid, illegal, void, or unenforceable by reason of any law, rule or regulation, administrative order, judicial decision, or public policy, such provision(s) shall not affect any other provision of the Agreement, and the Agreement shall be interpreted and construed as if the invalid, illegal, void, or unenforceable provision had not been included to the extent necessary to bring the Agreement within the requirements of such law, rule or regulation, administrative order, judicial decision, or public policy. In addition, in such event, the parties agree to negotiate in good faith to modify the Agreement to carry out the parties' original intent as closely as possible and to the extent lawful. This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation. The headings that appear in these General Terms are inserted for convenience only and do not limit or extend its scope.

16.10. Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement due to acts of nature such as fires, floods, electrical storms and natural disasters; war, terrorism or civil disturbances such as strikes and riots; failure of any third party service provider to adequately provide services including without limitation ATM network, POS network, Issuing Bank, internet and telecommunication services; and acts of government, including without limitation the actions of regulatory agencies that inhibit or prohibit either party from performing their obligations hereunder.

16.11. Each party represents and warrants that it has full legal power and authority to enter into and perform its obligations without any additional consent or approval.

16.12. Maximum Indebtedness. The maximum indebtedness of Client for all fees, reimbursable items or other costs, services and for the Services sold by FIS pursuant to this Agreement shall not exceed the sum of TWENTY-ONE THOUSAND ONE HUNDRED SIXTY-THREE AND NO/100 DOLLARS (\$21,163.00).

16.13. As required by Section 126.108(b), City of Jacksonville Ordinance Code: In the sale of the Program and services herein, FIS must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchase, records and data contemplated in this Agreement.

16.14. FIS represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.

16.15. Entire Agreement. This Agreement, any Order Form and the Program Pricing constitute the entire agreement and understanding of the parties with respect to its subject matter. The Agreement may only be modified by a written document signed by both parties.

#### **PURCHASE CARD PROGRAM TERMS**

Client purchases the Purchase Card Program the following terms shall apply:

1. The Client hereby requests FIS to provide one or more Purchasing Cards (the "Card(s)") to the Client. The Card(s) will be used by the Client's employees, agents, or other persons to whom the Card(s) are entrusted (collectively "Authorized User(s)") to initiate withdrawals at ATMs or charges through participating VISA or MasterCard merchants.

2. The person who signs this Agreement on behalf of the Client represents to FIS that (1) he or she is duly authorized by the Client to sign this Agreement and to obtain the issuance of the Card(s) on Client's behalf. The Client will ensure that Cards are distributed only to Authorized Users. Client authorizes FIS to do all things FIS deems necessary to verify the information contained in the Agreement. Client certifies that all the information



contained in this Agreement is true and correct.

3. THE CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE CARDS PROVIDED WILL NOT BE TREATED AS CONSUMER CARDS UNDER THE PROVISIONS OF STATE AND FEDERAL LAW. CLIENT WILL NOT HAVE THE BENEFIT OF ANY LIMITATIONS OF LIABILITY WITH RESPECT TO THE UNAUTHORIZED USE OF THE CARDS. CLIENT ACCEPTS AND AGREES TO UNDERTAKE THE ADDITIONAL RISK ASSOCIATED WITH USE OF BUSINESS PURPOSE CARDS AND AGREES TO ASSUME THE GREATER MEASURE OF LIABILITY DESCRIBED IN THIS AGREEMENT.
4. Prior to using any Cards, Client shall confirm to FIS that Client has received the Cards. Client agrees such verification procedures constitute a commercially reasonable means of verifying that the person who is using the Card is authorized to do so on behalf of the Client.
5. Client shall fund Purchase Cards through (i) standard Automated Clearing House ("ACH") to the Issuing Bank following FIS' and Issuing Bank's procedures or (ii) to the extent permitted by applicable law, Client may fund a funding account ("Funding Account") as provided in **Exhibit A** to be funded in advance by Client via ACH and used by Client through tools provided in the Program to apply funds directly to Purchase Cards or (iii) by such other method as approved or directed by FIS and Issuing Bank.
6. Client is liable for payment for all transactions arising from the use of the Cards. Client consents to be bound by the terms of this Agreement, the cardholder agreement accompanying the Card, all applicable state and federal laws and regulations, other industry rules and regulations, and normal banking customs and practices.
7. To the extent Client has actual knowledge of any of the following events, Client shall immediately provide FIS with a notice that a Card has been lost, stolen, misplaced, or used without authorization, or that Client wishes to cancel or terminate a Card (any such notice is called "Notice of Cancellation"). Any Notice of Cancellation may be made by calling FIS or the customer service number located on each card, but Client shall follow any oral notice with a written notice confirming the oral notice within two (2) business days. Any Notice of Cancellation must refer to the Card number, and a written Notice of Cancellation must be addressed to FIS at the address below. FIS will not be obligated to act on any oral or written Notice of Cancellation unless the notice has been delivered mailing address set forth herein, the notice has actually been received by FIS and FIS has had a period of not less than two (2) business days after actual receipt of a Notice of Cancellation to act thereon. Even after a Card has been cancelled, transactions for which Issuer is responsible under applicable Association rules may be posted to the Card.
8. Client agrees:
  - 8.1. to instruct its Authorized User(s) to use the Card(s) only in accordance with this Agreement and any internal policies that Client may establish regarding the use of the Card(s);
  - 8.2. that any policies that Client has established regarding the use of Card(s) have not been reviewed by and are not binding to FIS, the Bank or any network that accepts the Card(s);
  - 8.3. Client will maintain sufficient funds in the Card Account to cover transactions made with Card(s) and will indemnify and hold FIS and Bank harmless for any transaction made using the Card(s);
  - 8.4. Client is solely responsible for the security of the Card(s) and for all use of the Card(s) whether by an Authorized User or by another person, unless Client has provided a Notice of Cancellation as set forth above and FIS has had a reasonable period of time to act on the notice.
9. Client will have access to all transaction data showing, among other things, all debits made by use of the Card(s). Client agrees to review the data and promptly notify FIS in writing at the address indicated herein of any disputes regarding any Card transactions.
10. FIS and Bank will disclose information to third parties about your account: (1) where it is necessary for completing a transaction; (2) in order to verify the existence and condition of your account for a third party, such as a merchant; (3) in order to comply with a government agency or court order; (4) if you give us written permission; or (5) as otherwise required by applicable law.
11. FIS or Bank shall have the right, at its sole discretion, to terminate Client's privileges hereunder. All cards shall be canceled effective upon termination of this agreement and Client shall return all cards to FIS. Client shall remain liable for all debits or other charges incurred or arising by virtue of the use of the Card(s) prior to the termination date.







EXHIBIT A

CLIENT FUNDING ACCOUNT AGREEMENT

The Funding Account ("Account") is established by FIS. Funds will reside in the Funding Account at the Issuing Bank, funded only through ACH by the Client, and accessed only by the Client's Authorized Users.

If Client desires to establish a Funding Account, Client shall complete this Form. Once a Funding Account is issued the account can be funded only by ACH. This Account can be used for funding real-time reimbursements, per diems, bonuses or awards, as well as correction of errors.

The undersigned Client grants authority only to the following employees ("Authorized User") to utilize the Client Funding Account and must notify FIS of any modifications to the Authorized Users to include removals and additions.

Name	Title	Email	Phone	Signature

Each Authorized User will be issued a Username and Password to access the Program portal which enables the Authorized User to apply funds directly to Cards from the Client's Funding Account.

Client agrees only to remove funds from a Payment Card with prior notice and explanation to their employee of an error.

Client agrees to be solely responsible for both access and use of the Client Funding Account and agrees to indemnify FIS and Issuing Bank, their employees, subcontractors, representatives and agents harmless from any and all claims, damages, losses or liabilities (including attorneys' fees and costs) including but not limited to acts or omissions of its employees, representatives and agents arising from the use of the Client Funding Account.

Fee is \$25/month for access to unlimited money movement within the client portal, to be invoiced separately to Client.

Reloading of the Client Funding Account (only if Client Bank information is completed)

Client hereby grants FIS the right to automatically initiate ACH transactions from the Client Bank Account listed below in the amount equal to funds loaded to cards by the Client ("Replenishment ACH"). The Client shall be liable to FIS for any and all unfunded returns of any Replenishment ACH.

Client shall ensure that its Bank requirements for the Replenishment ACH are fulfilled in advance of using the Client Funding Account.

Client shall pay a fee of \$500 for each occurrence of a returned Replenishment ACH for reason of non-sufficient funds

**Name of Bank**

**Bank Address**

**Bank ABA Routing Number**

**Bank Account Number**

Client Name:

Authorized Officer:

Title:

Signature:

Date:





**Purchase Card Program Order Form**

**City of Jacksonville**

<b>Service(s)</b>	<b>Number of Cards</b>	<b>Program Description</b>
Purchase Card Program	40,000	Jacksonville stimulus program – funds from the State of FL

**Section 1: Program Overview**

Program Delivery Estimate:	Program start targeted for April 28, 2020 - issuance to recipients.
Program Length:	TBD
Total Card Program Funding:	\$40,000,000 40,000 recipients for a one-time \$1000 load amount
Card Stock	Visa branded mag strip card (See below)
Type of Card:	Purchase Card
Card Expiration	2 Years
Card Carrier	Standard
Card Proxy Number	Shows through the window envelope. Do not have to open package. Simply read proxy off cards, assign and load through our system.
Card Distribution	At Address below, applicant would schedule an appointment, visit office and apply. If accepted Cards will be handed out to eligible individuals. Cards will be handed out active and loaded.
Card Attributes	<ul style="list-style-type: none"> <li>No ATM access</li> <li>POS and PIN based transactions - with no cash back access</li> </ul>
Cardholder Services	<ul style="list-style-type: none"> <li>Cardholder will have access to online customer service via website and EZCard Mobile app</li> <li>IVR and call center access</li> </ul>

**Section 2: Pricing**

- Prepaid Program up front, Implementation & Set Up Costs **Waived**
- One-time fees:
  - Bundled Pricing per card for Program includes following: **\$1.25 Per card**
  - 80% FIS Discount **\$1.00 Per card**
  - **Net cost per card to City of Jacksonville** **\$.25 Per Card**
- Cost per card includes:
  - Card package will be an in-stock design with Jacksonville specific embossing.
    - Line 3 embossing: "City of Jacksonville"
    - Line 4 embossing: "One Thousand Dollars"
  - Card Carrier/Mailer (8.5x11")
  - Envelope (#10 two window)
  - Encode magstripe
  - Carrier printing
  - Affix card to carrier and insert
  - CVC or CVV (Includes calculation and printing)
  - 2-year expiration of Card



- Card Shipping Costs to the City of Jacksonville:
  - UPS Ground \$ 3,404.80
  - UPS 2nd Day \$ 10,029.31
  - UPS Next Day \$ 11,162.88
  - Cards will be bulk shipped to a pre-determined City of Jacksonville location.
    - Address: 117 West Duval Street, Suite 300, Jacksonville, FL 32202
- Recurring fees: None

**Other Program Details:**

- Purchasing Product
  - Funds loaded by the City of Jacksonville
- Processing and bank issuance through FIS and Meta Bank
- Proxy number is assigned to each card and will be used by the City to identify the cardholder
- No ATM access; card is offered to assist with mortgage, utilities and other day to day expenses
  - No MCC filtering
- Processing and bank issuance through FIS and Meta Bank
- Reporting Suite Available
- Client Portal for registration, activation, etc. Available
- Cards will be loaded when activated; card registration will drive these actions
- Additional information to be provided to the cardholder at disbursement location will include
  - Cardholder usage tips; to include FIS support language
- Card Stock to be used:



“REWARD CARD” will be removed

- **Cardholder Fees (short form example)**
  - Monthly fee \$0
  - POS or PIN purchase \$0
  - Customer service (automated – IVR) \$0
  - Live agent customer service \$0 per occurrence
  - Card replacement / Lost and Stolen - \$5 charge per request US Mail
    - \$15 for overnight delivery

## LEGISLATIVE FACT SHEET

DATE: 04/22/20

BT or RC No: BT20-067  
(Administration & City Council Bills)

SPONSOR: Mayor and multiple councilmembers  
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: Office of Mayor

Provide Name: Brian Hughes, CAO

Contact Number: 904-255-5012

Email Address: [hughesb@coj.net](mailto:hughesb@coj.net)

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words - Maximum of 1 page.)

In an effort to limit the severe economic impacts of the COVID-19 pandemic, this legislation accepts and allocates \$159,050,942.50 in funding provided by the CARES Act of 2020 from the U.S. Department of Treasury to the City of Jacksonville. As detailed in the legislation, the funding will provide rapid economic relief to both individuals and small businesses in Duval County through the provision of grant funds, and it will serve to promote and further the public and municipal purposes of the City through measures to protect its tax base and revenues and mitigate its costs associated with the emergency pandemic.

APPROPRIATION: Total Amount Appropriated \$159,050,942.50 as follows:  
List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: <u>General Fund - GSD - U.S. Dept. of Treasury Emergency Incidents - COVID_19 Jacksonville</u>	Amount: <u>\$159,050,942.50</u>
	To: _____	Amount: _____

Name of State Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name of City of Jacksonville Fundir	From: _____	Amount: _____
	To: <u>Various COVID-19 and General Fund Accounts</u>	Amount: <u>\$159,050,942.50</u>

Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

**PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:**

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

This legislation appropriates Federal funding received from the CARES Act to fund various programs in Duval County designed to lessen the economic impact stemming in part from national, state, and local measures closing certain businesses, public schools, public beaches, and imposing emergency work-at-home requirements in an effort to slow the infection rate of COVID-19. Programs funded by this legislation include: \$40.025 million for a Mortgage, Rent, and Utility Relief Program; \$35.526 million for COVID-19 testing; \$12.5 million for revenue losses not reimbursed by FEMA related to the COVID-19 emergency; \$17 million and \$9 million to fully fund and reimburse, respectively, the General Fund for the COVID-19 Small Business Relief and Employee Retention Grant Program; \$25 million to fund a contingency account to fund various fee waivers and reimburse the City for various expenditures that would otherwise not be funded due to lower than expected revenues; and \$20 million to fund a contingency account to provide funding to entities that are managing or operating City-owned facilities or functions on behalf of the City.

**ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.**

**ACTION ITEMS:**

	<b>Yes</b>	<b>No</b>
Emergency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Justification of Emergency:** If yes, explanation must include detailed nature of emergency.

The COVID-19 pandemic is creating economic hardship throughout Duval County, the U.S., and world. This requires emergency action on the part of City government to help offset the economic impact of COVID-19.

Federal or State Mandate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Explanation:** If yes, explanation must include detailed nature of mandate including Statute or Provision.

The Federal government is providing the CARES Act funding to be used to cover unexpected costs associated with the COVID-19 pandemic.

Fiscal Year Carryover?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Note:** If yes, note must include explanation of all-year subfund carryover language.

This legislation includes language that allows for a carryover of unspent funds into future fiscal years.

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**Attachment:** If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Attachment & Explanation:** If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Agreement attached. Negotiations are complete. Finance and Administration Department, the Office of Economic Development, and Downtown Investment Authority are responsible for administering the program. OGC has reviewed the agreement.

Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Attachment:** If yes, attach appropriate RC/BT form(s).

Waiver of Code?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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**Code Reference:** If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Waives portions Section 655.503 (Mobility Fee Requirement, Certificate, Application Process and Calculation); Waives Section 122.202 (Parking Rates at Municipal Parking Lots); Waives portions of Section 662.104 (Fees Authorized in Certain Instances).

Code Exception?

**Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.  
Invoking the exception of 126.107(g) (Exemptions), Chapter 126 (Procurement Code)**


Related Enacted Ordinances?

**Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.  
References Ordinance 2020-201-E, which enacted the COVID-19 Small Business Relief and Employee Retention Grant Program.**

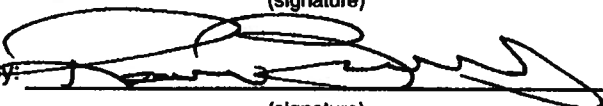
**ACTION ITEMS CONTINUED: Purpose / Check List.** If "Yes" please provide detail by attaching justification, and code provisions for each.

**ACTION ITEMS:**

	Yes	No	
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate form(s).</p>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

Division Chief:   
 \_\_\_\_\_  
 (signature)

Date: 4/22/20

Prepared By:   
 \_\_\_\_\_  
 (signature)

Date: 4/22/20

**ADMINISTRATIVE TRANSMITTAL**

**To:** MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

**Thru:** Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor  
 (Name, Job Title, Department)  
 Phone: 255-5013 E-mail: jelsbury@coj.net

**From:** Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor  
 Initiating Department Representative (Name, Job Title, Department)  
 Phone: 255-5013 E-mail: jelsbury@coj.net

**Primary Contact:** Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor  
 (Name, Job Title, Department)  
 Phone: 255-5013 E-mail: jelsbury@coj.net

**CC:** Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor  
 Phone: 255-5013 E-mail: jelsbury@coj.net

**COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL**

To: Peggy Sidman, Office of General Counsel, St. James Suite 480  
Phone: 904-630-4647 E-mail: psidman@coj.net

From: \_\_\_\_\_  
Initiating Council Member / Independent Agency / Constitutional Officer  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Primary Contact: \_\_\_\_\_  
(Name, Job Title, Department)  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor  
Phone: 904-630-1825 E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item:    Yes    No  
Boards Action / Resolution?         Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

**FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED**