

Confidential Under Florida Statutes 288.075

MEMORANDUM OF UNDERSTANDING

Project JAWS

March 21, 2023

This non-binding Memorandum of Understanding is entered into this ____ day of _____, 2023, by and among **The City of Marianna, Florida** (City) and **Jackson County** (County), political subdivisions of the State of Florida, and project name: **JAWS** a Florida Company, (collectively known as the “**Parties**”). For confidentiality, the project will be referred to as “JAWS”.

PURPOSE

The purpose of this agreement is to provide a non-binding understanding of expectations, requirements and obligations that may develop as the project moves forward in anticipation of developing binding agreements among the parties. The City & County desire to provide sufficient and appropriate assistance to encourage JAWS to start and operate a facility within the City/County creating opportunities for “good” jobs for its residents and contributing to the economic prosperity of the City and County.

Intentions of the City of Marianna:

1. The City will waive, pay or rebate City business license fees for the first two years. In addition, the City will offer building permit fees at a reduced rate.
2. The City will provide expedited processing for Development Orders and Construction Permitting, along with any other developmental processes required by the City.
3. The City will waive any and all utility connection fees and any impact fees, for connection to the City owned water, waste water and natural gas systems.
4. The City will waive all costs associated with the City owned water and waste water systems during construction phase.
5. Should the construction involve natural gas the City will provide cash incentives to install natural gas equipment.
6. The City will reimburse 5 years of ad valorem taxes (City portion only) and this reimbursement will begin in Year 2.
7. Should JAWS decide to execute this Memorandum of Understanding the City / County will provide a proposed contract to JAWS for execution.

Intentions of Jackson County:

1. The County will agree to give land for free at Endeavor Park at a maximum of 30 acres. The exact acreage will be determined in discussions with Jackson EDC.
2. The County will reimburse 5 years of ad valorem taxes (County portion only) and this reimbursement will begin in Year 2.

3. The County will apply for grants to assist in infrastructure improvements that will help make this project a success.
4. Should JAWS decide to execute this Memorandum of Understanding the City / County will provide a proposed contract to JAWS for execution.

Intentions of JAWS:

1. As an inducement to the City and County, to offer all of the listed incentives, JAWS will have a minimum capital investment of \$40 million in the purchase of a modern facility, new construction or improvements as well as equipment within the City of Marianna and Jackson County during Phase I. They will have possibly another \$40-50 million in capital investment during Phase II.
2. JAWS will create approximately 70-80 new to Marianna/Jackson County jobs within 4-5 years of the date of this MOU.
3. It is understood that the MOU is non-binding and that approval is contingent upon both the County Commission and City Commission approval.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the parties hereto as of the day first above written.

City Commission City of Marianna, Florida

By: _____

KENNETH HAMILTON, Mayor-Commissioner

Jackson County Board of County Commissioners

By: _____

PAUL DONOFRO, Chairman, JCBOCC

JAWS

By: _____

Owner/President/CEO or Representative