#### RESOLUTION NO. 2024 - 344

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH JACKSONVILLE BH SERVICES, LLC ON BEHALF OF ST. JOHNS COUNTY; AND PROVIDING FOR THE EFFECT OF RECITALS; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING AN EFFECTIVE DATE.

#### **RECITALS**

WHEREAS, JACKSONVILLE BH SERVICES, LLC. (JACKSONVILLE BH SERVICES) and its parent company Acadia Health Company, Inc. submitted an application to the St. Johns County Economic Development Agency (AGENCY) requesting business incentives be considered to construct a behavioral healthcare facility totaling approximately 99,485 square feet in St. Johns County, Florida near the Intersection of County Road 210 and Moon Bay Parkway that will provide mental and behavioral healthcare services; and

WHEREAS, JACKSONVILLE BH SERVICES anticipates creating two hundred and thirty-nine (239) new jobs at an average annual wage of \$75,000 or greater; and

**WHEREAS**, the AGENCY prepared a written report and the request was presented to the Board of County Commissioners (BOARD) on March 5, 2024; and

WHEREAS, the BOARD approved the incentive request for four (4) years ad valorem taxes on real property improvements and new tangible personal property (general county portion) and up to 100% of fees collected by the County (impact fees), with an incentive value estimated to be \$1,648,754; and

WHEREAS, the BOARD directed the County Attorney's office to prepare an Economic Development Incentive Agreement for this project; and

WHEREAS, the COUNTY has reviewed the terms, provisions, conditions and requirements of the proposed Economic Development Incentive Agreement (attached hereto and incorporated herein), and has determined that accepting the terms of the Economic Development Incentive Agreement, and executing said Agreement will serve the interests of the COUNTY.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

#### **SECTION 1.** Incorporation of Recitals.

The Recitals expressed above are incorporated by reference into the body of this Resolution, and such Recitals are hereby adopted as findings of fact.

#### **SECTION 2.** Authorization to Execute.

The County Administrator, or designee, is hereby authorized to execute an agreement substantially in the same form as the attached Economic Development Incentive Agreement on behalf of the County for the purposes mentioned above.

#### **SECTION 3.** Correction of Errors.

To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

#### SECTION 4. Effective Date.

This Resolution shall be effective upon execution by the Chair of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida this 20th day of August, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Rendition Date AUG 2 0 2024

Ву:\_

Sarah Arnold, Chair

ATTEST: Brandon J. Patty,

Clerk of the Circuit Court & Comptroller

Deputy Clerk

# ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

#### RECITALS

- WHEREAS, Section 125.045, Florida Statues, declares that a public purpose is served when a county makes economic development grants to private enterprises for the expansion of businesses existing in the county, or the attraction of new businesses to the county; and
- WHEREAS, Section 125.045, Florida Statutes, authorizes counties to spend public funds for economic development activities, including the making of economic development grants; and
- WHEREAS, Section 125.045, Florida Statutes, expressly notes that such section of the Florida Statues, "must be liberally construed in order to effectively carry out the purposes of this section" of the Florida Statutes; and
- WHEREAS, consistent with Section 125.045, Florida Statutes, St. Johns County, pursuant to Ordinance 2014-30, adopted and implemented a St. Johns County Business Incentive Program, for the purpose of providing economic development incentives for private enterprises which meet the criteria established under the ordinance; and
- WHEREAS, Jacksonville BH Services received a favorable recommendation for award of Economic Development Incentives by the Board of County Commissioners; and
- WHEREAS, Jacksonville BH Services anticipates creating 239 new jobs at an average annual wage of \$75,000; and
- WHEREAS, Jacksonville BH Services is constructing a 99,485 square foot behavioral healthcare facility in St. Johns County, Florida located near the intersection of County Road 210 and Moon Bay Parkway, which will offer inpatient, outpatient, detoxification, and residential treatment services; and
- WHEREAS, in accordance with Ordinance 2014-30, Jacksonville BH Services and its parent company Acadia Health Company, Inc. submitted an application to the County for the award of Economic Development Incentives, seeking incentives to

reimburse up to one hundred percent (100%) of Impact Fees and one hundred percent (100%) of the general county portion of ad valorem taxes on capital improvements for four (4) years associated with the project and new tangible personal property for four (4) years associated with the project; and

WHEREAS, in accordance with Ordinance 2014-30, the St. Johns County Economic Development Agency (Agency) has reviewed the application and issued a report evaluating the proposed enterprise.

**NOW THEREFORE**, the County and **Jacksonville BH Services** (the Parties), in consideration of the terms set forth below, agree as follows:

#### Section 1. Effect of Recitals.

The Recitals expressed above are incorporated by reference into the body of this agreement as a substantive part hereof, and such Recitals shall be adopted as findings of fact.

#### Section 2. Project Details.

The Project shall be restricted to the specific details contained in **Jacksonville BH Services'** Application for Economic Development Incentives, a copy of which is attached to this agreement as *Exhibit A*, and a New Job Phasing Schedule through 2029, a copy of which is attached to this agreement as *Exhibit B*, which is incorporated into this agreement by reference.

#### Section 3. Duration.

This agreement shall be effective upon execution by both parties and shall terminate when the County submits the final payment of the County Economic Development Incentives to **Jacksonville BH Services**, or on September 30, 2032, whichever occurs first.

#### Section 4. Definitions.

Unless stated otherwise in this agreement, all terms that are defined in Ordinance 2014-30 shall have the same meaning as is set forth therein.

#### Section 5. Total Number of New Full-Time Equivalent Jobs.

(a) **Jacksonville BH Services** represents that it will provide at least two hundred and thirty nine (239) new full-time equivalent jobs in St. Johns County as a result of the project per *Exhibit A*. The new full-time equivalent jobs are to be created by December 31, 2029, at the latest, as provided in the schedule attached hereto as *Exhibit B*.

(b) Jacksonville BH Services's representation of the number of new full-time equivalent jobs that will be created by the project was a factor relied upon by the County with respect to entering into this agreement. Therefore, once Jacksonville BH Services fulfills the full-time equivalent jobs requirement as set forth in subsection (a) above, the business shall be required to maintain at least that many full-time equivalent jobs in the County in order to maintain its eligibility to receive Economic Development Incentive funds pursuant to this agreement.

#### Section 6. Average Wage of Full-Time Equivalent Jobs.

- (a) **Jacksonville BH Services** represents that they will collectively provide wages at an average of at least \$75,000.00 in the aggregate for the new full-time equivalent jobs created in St. Johns County as a result of the project. The average wage of \$75,000.00 for the new full-time equivalent jobs is to be provided to the County for each year a grant payment is requested.
- (b) Jacksonville BH Services' representation of the average wage of the new full-time equivalent jobs was a factor relied upon by the County with respect to entering into this agreement. Therefore, once Jacksonville BH Services fulfills the full-time equivalent jobs requirement as set forth in Section 5 of this agreement, the average wage of the new full-time equivalent jobs and existing full-time equivalent jobs in the County shall be considered a condition associated with Jacksonville BH Services' eligibility to receive County Economic Development Incentive funds.
- (c) If, at any time during the term of this agreement, the average wage of the new full-time equivalent jobs falls below \$75,000.00, the County may recalculate the amount of the Economic Development Incentives based on Section 11 of St. Johns County Ordinance 2014-30, as may be amended from time to time.

#### Section 7. Payment of Fees and Taxes Prior to Claim Submission.

Prior to any submission of claim by Jacksonville BH Services to the County for a County Economic Development Incentive payment, Jacksonville BH Services shall pay to the County a total amount equal to the general County portion of County ad valorem taxes and tangible personal property taxes as well as applicable impact fees for the project. It is expressly understood by the Parties that Jacksonville BH Services shall pay the total amount of County ad valorem taxes and tangible personal property taxes as shown on Jacksonville BH Services' tax bill prior to Jacksonville BH Services applying for, or receiving, any County Economic Development Incentive payment in any eligible County Fiscal Year.

#### Section 8. Authority of the Board to Review Records.

(a) The County and Agency reserve the right to review the applicable financial and personnel records of **Jacksonville BH Services** relating to the capital investment and new and existing full-time equivalent jobs contemplated under this agreement in order to

determine the degree of **Jacksonville BH Services**' compliance with this agreement, as well as **Jacksonville BH Services**' compliance with the applicable provisions of Ordinance 2014-30, as may be amended from time to time.

(b) The Agency shall maintain such financial and personnel records, data, information, correspondence and documents as confidential to the full extent permitted under Chapter 119, Florida Statutes, consistent with the request of **Jacksonville BH Services** for such purpose. **Jacksonville BH Services** shall label any records provided to the County that contain trade secrets or proprietary information prior to such records being provided to the County.

#### Section 9. Timely Filed Claims; Consequences for Failure to File Timely Claims.

- (a) Economic Development Incentive payments shall be made pursuant to the requirements set forth in the St. Johns County Business Incentives Ordinance, as may be amended from time to time.
- (b) For each fiscal year in which **Jacksonville BH Services** is eligible for an Economic Development Incentive payment, **Jacksonville BH Services** shall submit a claim to the County for such payment prior to the end of the fiscal year. Any claim made pursuant to this agreement shall comply with the requirements set forth in Ordinance 2014-30.
- (c) If Jacksonville BH Services fails to timely submit a claim to the County for an Economic Development Incentive payment during any eligible fiscal year, then Jacksonville BH Services shall waive its right to such payment for that particular fiscal year. Any such waiver shall not affect Jacksonville BH Services' right to seek Economic Development Incentive payments in any other fiscal year during the term of this agreement.
- (d) Upon written request by **Jacksonville BH Services**, the Board may consider and approve an untimely claim for an Economic Development Incentive payment. Such relief shall be granted no more than once during the term of this agreement. Nothing in this subsection shall create any obligation on the part of the Board to approve an untimely claim for an Economic Development Incentive payment.

#### Section 10. Conditions of Compliance; Consequence for Failure to Comply.

- (a) In order to remain eligible for County Economic Development Incentive payments, **Jacksonville BH Services** must abide by and comply with the provisions set forth in this agreement, any incorporated attachments or exhibits, any amendment to this agreement and any applicable provisions of Ordinance 2014-30.
- (b) **Jacksonville BH Services** shall complete construction of the project and occupy the building by December 31, 2025.

- (c) Should the County or Agency determine that **Jacksonville BH Services** has failed to comply with the conditions set forth in Sections 5, 6, or 10(b) of this agreement, the County shall notify **Jacksonville BH Services** of such non-compliance no later than thirty (30) days after the County or Agency makes such a determination. **Jacksonville BH Services** shall have thirty (30) days from the date of the County's notification in which to submit to the County a written report that either sufficiently documents **Jacksonville BH Services**' compliance with the conditions set forth in the County's notification or sufficiently sets forth all corrective action to be taken by **Jacksonville BH Services** in order to come into compliance with the conditions set forth in Sections 5, 6, or 10(b) above.
- (d) If **Jacksonville BH Services** fails to sufficiently establish its compliance with the conditions set forth above within thirty (30) days after notification of non-compliance or fails to provide a plan to cure approved by the Agency or the County within such time, then the County may terminate this agreement without further notice to **Jacksonville BH Services**, and the parties shall be released from any further obligations under this agreement.

# Section 11. Acknowledgment of Compliance as a Condition Precedent to Payment and Consequences for Failure to Comply.

- (a) By executing this agreement, **Jacksonville BH Services** represents that it has obtained all licenses and other authorizations to do business in the state of Florida and in St. Johns County. **Jacksonville BH Services** acknowledges that obtaining such licenses and authorizations is a condition precedent to receiving any County Economic Development Incentive Payment. Failure to maintain such licenses and authorizations shall result in **Jacksonville BH Services** losing its eligibility to receive future Economic Development Incentive Payments for the duration of the non-compliance.
- (b) By executing this agreement, **Jacksonville BH Services** acknowledges that compliance with all terms of this agreement shall be a condition precedent to **Jacksonville BH Services** receiving any County Economic Development Incentive payment. Failure to comply with the terms of this agreement shall result in **Jacksonville BH Services** losing its eligibility to receive future Economic Development Incentive Payments for the duration of the non-compliance.

#### Section 12. Notice Regarding Incentive Payments to Jacksonville BH Services

(a) Jacksonville BH Services acknowledges that the County's payment of grant funds pursuant to this agreement is contingent upon the appropriation of sufficient funds for that purpose by the Board. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board to

appropriate funds for Economic Development Incentives during any given fiscal year.

(b) If Economic Development Incentive funds are unavailable in a particular fiscal year, **Jacksonville BH Services** shall not receive additional incentive payments in a succeeding fiscal year in order to make up for such unavailability unless the Board authorizes such payment by resolution. If the Board authorizes additional payments pursuant to this subsection, the County and **Jacksonville BH Services** shall execute an amendment to this agreement, which shall incorporate the resolution authorizing the additional payments.

#### Section 13. Total Amount of County Economic Development Incentive; Re-Calculation of Total Amount Permitted.

(a) **Jacksonville BH Services** shall be eligible to receive incentive payments under this agreement in the following fiscal years:

(1)	2027	(3)	2029	(5)	2031
	2028	(4)	2030	(6)	2032

- (b) Subject to the provisions of Ordinance 2014-30, the Business Incentive Program, and this agreement, the average incentive payment to be paid in each fiscal year is approximately \$312,629.00. An economic development incentive calculation sheet is attached to this agreement as *Exhibit C* and is incorporated into this agreement by reference.
- (c) Notwithstanding the provisions of subsection (b) above, **Jacksonville BH Services'** eligibility for Economic Development Incentive payments shall be calculated based on the standards set forth in Ordinance 2014-30, and Business Incentive Program guidelines. Incentive payments are tied to **Jacksonville BH Services'** ad valorem and tangible personal property tax assessments for the project and may fluctuate from year to year depending on **Jacksonville BH Services'** property values.
- (d) Notwithstanding any other provision in this agreement, the maximum amount of Economic Development Incentive funds available to **Jacksonville BH Services** under this agreement is \$1,648,754.00. However, nothing in this subsection shall entitle **Jacksonville BH Services** to receive the maximum amount of funds if **Jacksonville BH Services** would not be otherwise entitled to the funds according to **Jacksonville BH Services**' incentive calculation.

#### Section 14. Notices.

All official notices to the County shall be delivered by hand (receipt of delivery required), reputable overnight courier, or certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

St. Johns County Economic Development Office 500 San Sebastian View St. Augustine, Florida 32084

Any official notice sent to the County shall be copied to the Office of County Attorney:

Office of County Attorney 500 San Sebastian View St. Augustine, Florida 32084

All official notices to **Jacksonville BH Services** shall be delivered by hand (receipt of delivery required), reputable overnight courier or by certified mail, return-receipt requested with postage prepaid and shall be deemed delivered upon confirmed receipt to:

Dr. Jeffrey Woods Jacksonville BH Services Healthcare Company, Inc. 6100 Tower Circle, Suite 1000 Franklin, TN 37067

# Section 15. Timeframe for Jacksonville BH Services' Approval, Acceptance and Execution of this Agreement; Consequences for Failure to Comply.

- (a) Upon approval of this agreement by the Board, the County Administrator shall execute two copies of the agreement and forward both copies to **Jacksonville BH Services**. **Jacksonville BH Services** shall execute both copies and shall return one copy to the County, retaining the second copy for its records, within thirty (30) days of the County Administrator's execution of the agreement.
- (b) If **Jacksonville BH Services** fails to timely execute and deliver a copy of this agreement to the County within thirty (30) days of the County Administrator's execution of the agreement and fails to apply to the Agency for an extension of time, the Board's approval of this agreement shall be automatically terminated, and this agreement shall be rendered void.
- (c) If **Jacksonville BH Services** is unable to return an executed copy of this agreement to the County within thirty (30) days of the County Administrator's execution of the agreement, **Jacksonville BH Services** may apply to the Agency for a single extension not to exceed thirty (30) days.

#### Section 16. Amendments to this Agreement.

Both the County and **Jacksonville BH Services** acknowledge that this agreement constitutes the complete agreement and understanding of the parties. Except as otherwise provided in this agreement, any amendment to this agreement shall be in writing and shall be executed by duly authorized representatives of both the County and **Jacksonville BH Services**.

#### Section 17. Termination.

- (a) This agreement may be terminated as provided in Section 10 of this document.
- (b) The County may terminate this agreement if **Jacksonville BH Services** fails to comply with the terms of this agreement or the requirements of Ordinance 2014-30.
- (c) Notice of termination of this agreement by either party shall be in writing and shall be delivered as provided in Section 14 of this agreement.

#### Section 18. Assignment.

Jacksonville BH Services may not assign or otherwise transfer its rights and duties under this agreement. Should Jacksonville BH Services assign or otherwise transfer its rights under this agreement, this agreement shall be automatically terminated. Nothing in this section shall prevent Jacksonville BH Services from assigning or otherwise transferring its rights and duties under this agreement to an affiliate, subsidiary, or parent company of Jacksonville BH Services.

#### Section 19. Public Records.

Jacksonville BH Services acknowledges that the County is subject to the provisions of the Public Records Act (Chapter 119, Florida Statutes). This agreement, and all documents associated with this agreement, are public records and shall be disclosed to any person who requests them to the extent that they do not fall within a statutory exemption to disclosure. Notwithstanding the foregoing, the County shall not disclose any information that is required to be kept confidential pursuant to Section 288.075, Florida Statutes, or any other provision of state or federal law, unless it is ordered to do so by a court of competent jurisdiction or a state or federal agency that is authorized to require disclosure of confidential information.

#### Section 20. Captions.

The captions and headings in this agreement are for convenience only and do not define, limit, or describe the scope or intent of any part of this agreement.

#### Section 21. Severability.

If any part or application of this agreement is declared unconstitutional, or otherwise invalid, for any reason by a court of competent jurisdiction, such part or application shall be severable and the remainder of the agreement shall remain in full force and effect.

{The remainder of this page was intentionally left blank. Signatures to follow.}

# Section 22. Authority to Execute.

Each party covenants that it has the and has authorized the execution of this ag	ne lawful authority to enter into this agreement reement by the signatories below.
	ave executed this agreement this day of, 2024.
	ST. JOHNS COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
	By:
ATTEST: BRANDON J. PATTY, CLER OF THE CIRCUIT COURT & COMPT	
By:	
	COMPANY
	By:
WITNESS:	i iiic.
By:	

## **EXHIBIT A**

## APPLICATION

[to be attached]



 $\textbf{E-mail address:} \ bworrell@mcguiresponsel.com$ 

APPLICANT BUSINESS INFOR	RMATION		
Business name: Jacksonville BH Services, LLC			
Does the business operate un	nder any other name?  Yes	□ No	
•	associated with the business. any, Inc This is the Parent		
Federal employer identification	on number: 93-4517144		
State sales tax registration nu	ımber: N/A		
Current company headquarte	rs address: 6100 Tower Circ	ele, Suite 1000	
City: Franklin	State: TN	Zip code: 37067	
Describe the primary and sec	ondary business activities.		
Jacksonville BH Services, LLC adopted by Acadia Healthcare Company, Inc. (Acadia) is a behavioral healthcare service provider that offers inpatient, outpatient, detoxification, and residential treatment. Disorders treated include the following: substance abuse, behavioral health, psychiatric, PTSD & trauma and eating disorders. They support people in 39 states and Puerto Rico with over 250 treatment facilities, 75,000 patients daily, and the United States' largest standalone healthcare company. Acadia's mission is to create a world-class Has the business and/or any associated businesses currently or recently (within the last five years) been in litigation?   No			
If yes, please explain. N/A			
PROJECT CONTACT INFORM	IATION (Main Point of Contact	for Incentive Request)	
Name: Ben Worrell			
Title: Principal, Location Ac	dvisory Services		
Address: 201 N. Illinois St.			
City: Indianapolis	State: IN	Zip code: 46204	
Work phone: 317-562-0407	Cell phone: 812-449-9843		

# **BUSINESS CONTACT INFORMATION (If Different from Above)** Name: Brian Adams Title: Assistant Director - Design & Construction Address: 6100 Tower Circle, Suite 1000 Zip code: 37067 City: Franklin State: TN Work phone: 941-716-4136 E-mail address: brian.adams@acadiahealthcare.com PROJECT INFORMATION □ Speculative Type of facility development: New □ Expansion If speculative space, what is the intended use? N/A Will the company purchase/lease existing space? ☐ Yes ■ No What is the estimated facility square footage under roof H/C? 100,001 + sq ftWhat date is construction projected to begin? 6/1/2024 What date will the facility be complete and operational? 12/31/2025 What is the parcel number and/or address (if identified)? 0260700000 & 0260600000 Is the property zoned to accommodate the proposed use? ■ Yes □ No If not, what zoning change is required? Have any permits, applications and/or pre-applications been submitted within St. Johns County regarding this project? ■ Yes □ No If yes, please explain. - PUD Small Scale Adjustment - Submitted 10/18/23, Resubmitted for comments 11/13/23 , only pending item is providing the mylars. How many full-time equivalent jobs new to St. Johns County are projected to be created as part of the project? 240-260 full time, benefited Provide the total number of existing full-time equivalent jobs that will be retained as part of the project.

N/A, new industry

Page 2 of 5
Revised 12.21

Provide the type of new employment proposed and the average annual pay rate. Provide a list of positions and the wage rate for each position.

Physicians, Nurse Practitioners, Registered Nurses, Behavioral Health Associates, Social Workers, Therapists, Executive and Director level leadership team, Environmental Services Staff, Dietary management and Kitchen staff, Plant Operations staff, Security,

What is the 6-Digit NAICS code for the project's primary activities?

622210

Are other locations outside of St. Johns County being considered for this project? ■ Yes □ No

If yes, what other locations besides St. Johns County are being considered for this project?

Acadia has location considerations across the United States for new hospitals. They have considered Iowa and New Hampshire recently and have been supported by state & local communities.

What advantages or incentives offered by these other locations are considered important in the relocation decision?

The above states have shown support and provided assistance through mechanisms such as property tax deductions and job creation tax credits. The ability to help close the financing gaps in a new construction project are heavily considered in project location

Please provide any additional internal or external competitive issues impacting the decision regarding the project's location.

Other issues considered by the Company when choosing a location include the quality of public infrastructure and available workforce & training.

What role will the incentives play in the decision to locate the project to St. Johns County?

With rising costs of construction, the ability for St. John's County to help close the project financing gap plays a significant role in whether to locate the project in Florida versus another location.

Will the applicant be applying for other local, state or federal grants and/or incentives? If yes, please define.

The Company is interested in learning more about training grant opportunities through the local community college to help support their employment needs.

Is the applicant or anyone associated with the project a relative or employer of any elected official, officer or employee of the County? ☐ Yes ☐ No

If yes, please specify.

N/A

Capital investment values: Real property (land) \$9,408,402

Real property (building) \$59M - \$67M

Other taxable improvements N/A

Tangible assets (equipment) \$4,578,571

#### Project description:

Provide a description of the proposed project explaining the desire to expand, locate or build within St. Johns County and the economic benefits the project would provide to the community.

Acadia is considering constructing a new healthcare facility with 144 beds totaling approximately 100,001+ sq ft and approximately \$73-81 million in capital expenditures on 2 parcels located off of Moon Bay Parkway in St. John's County. Construction is estimated to start in mid-2024 and be completed by late 2025. The proposed new facility would provide both inpatient and outpatient behavioral health treatments to adults, seniors, youths, and adolescents. Patients may receive either inpatient behavioral health services for more urgent cases needing around the clock, specialized care, or they be referred to the hospital's outpatient programs so they can improve their lives while remaining an active member of the community. The company recognizes that a demand for medical treatment for substance abuse and other mental health disorders is high, and they are willing to work with the community to provide services for those struggling. Acadia's proposed activities differ from a government operated psychiatric hospital in that people may choose to receive treatment, and there are a variety of conditions and treatments available that are

#### **DOCUMENTATION**

Please submit the following documents with this completed application.

- Site Map Map identifying the proposed location and property boundaries with an explanation of the possible transportation impacts.
- Florida Department of State (Sunbiz.org) Business Documents (If applicable at the time the application is submitted).

#### CONFIDENTIALITY REQUEST

The company requires confidentiality in its requests for consideration of economic incentives.

■ Yes □ No

Please note that if information about the project has already been made public (the project has been in the media or is being promoted/marketed), then the project is not eligible for a confidentiality request.

If the applicant answers "yes" with respect to requesting confidentiality in its request for consideration of economic incentives, then the following authorization is required:

The applicant authorizes the disclosure, and covenants to hold the County, and its officials and employees and the Public Agency and its members, attorney, and staff harmless and release them from any liability that they incur, should they or any of them disclose information or records that the applicant

has requested be kept confidential in the manner, and to the extent that is set forth in Section 288.075, Florida Statutes, when such disclosure is later requested or authorized by the applicant, when such information and records are no longer exempt from disclosure under the provisions of Section 288.075, Florida Statutes, when such disclosure results from an order, requirement or request, by, or from, a court of competent jurisdiction, or a Florida agency or department, or when such disclosure is required or authorized to be disclosed by this Ordinance, as amended from time to time.

#### SIGNATURE

By signing this document, I certify that I am authorized to submit an application on behalf of the company.

Applicant Signature and Title

Acadia Healthcare Company, Inc.

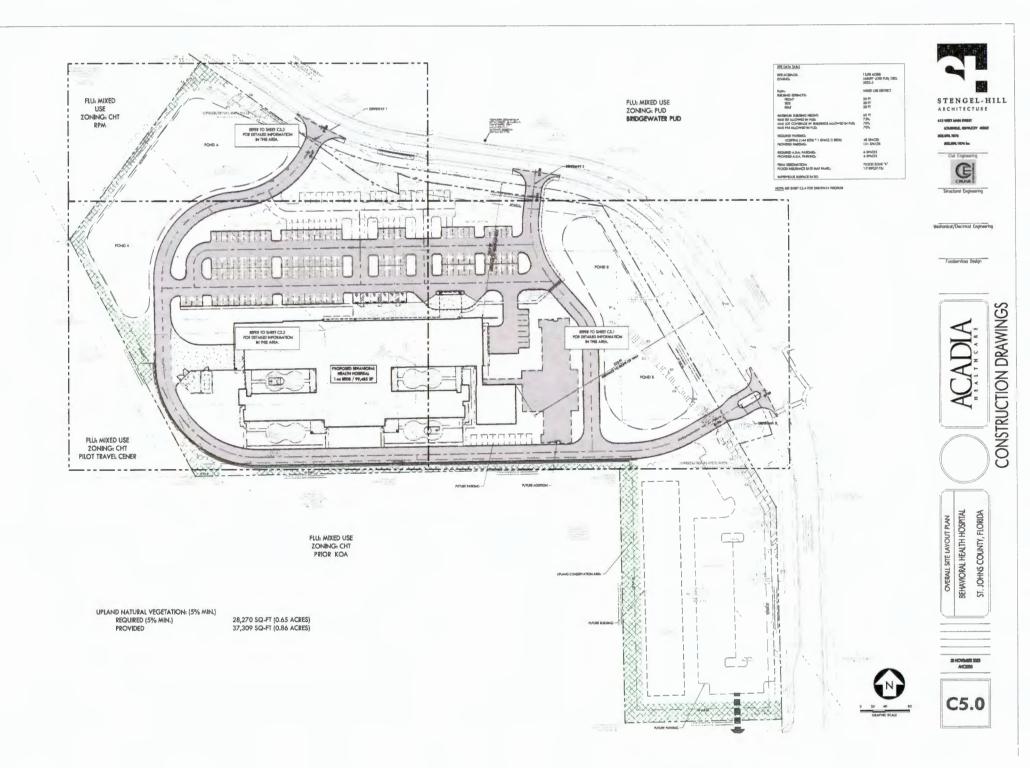
Date 12/7/2023

Brian Farley

General Counsel

APPLICATION SUBMITTAL

Please return this completed application with required documentation to <a href="mailto:ecodev@sjcfl.us">ecodev@sjcfl.us</a>. For additional information, call 904-209-0560 or visit <a href="https://www.sjcfl.us/economicdevelopment">www.sjcfl.us/economicdevelopment</a>.



## **EXHIBIT B**

# NEW JOB PHASING SCHEDULE

[to be attached]

# Ехнівіт В

# New Job Phasing Schedule Through 2029

4 <sup>th</sup> Quarter 2026 (ending December 31)	50 New Jobs
4 <sup>th</sup> Quarter 2027 (ending December 31)	50 New Jobs
4 <sup>th</sup> Quarter 2028 (ending December 31)	50 New Jobs
4 <sup>th</sup> Quarter 2029 (ending December 31)	89 New Jobs
Total by 4 <sup>th</sup> Quarter 2029	239 New Jobs

#### **EXHIBIT C**

## COUNTY ECONOMIC DEVELOPMENT INCENTIVE CALCULATION

[to be attached]

# ESTIMATE OF ECONOMIC DEVELOPMENT INCENTIVE CALCULATION JACKSONVILLE BH SERVICES, LLC

Calculations based on County Ordinance 2014-30 and millage rates effective on October 1, 2023

Category:	New Industry
Category.	New Illus

POI	NTS	AWARDE	D
	1410	VAAVIVDE	u

Target Industry:	Health & Life Sciences	2
Facility Size:	99,485 sq. ft.	1.5
New Employment:	239	2
Wage Rates:	125%+ avg. wage rate	2
Total Points		7.5

The applicant scored 7.5 points under the New Industry Category. Therefore, this project is eligible for an Economic Development Incentive equal to 100% of impact fees paid to the county, four (4) years Ad Valorem tax (general county portion) on capital improvements and four (4) years tangible business personal property tax (general county portion).

Total Value of Capital Improvements		62,600,000
Multiplied by County Millage Rate		0.46537%
Annual Ad Valorem Tax (general county portion)		291,321.62
Multiplied by # Eligible Years		4
Ad Valorem Tax (general county portion) Estimate =	_	1,165,286.48
Total Estimated Value of New Tangible Assets		4,578,571
Multiplied by County Millage Rate		0.46537%
Annual New Tangible Business Personal Property Tax (general of	county portion)	21,307.30
Multiplied by # Eligible Years		4
Total Tangible Business Personal Property Tax (general co	ounty portion) Estimate =	85,229.18
Total Square Footage	99,485	
Impact Fee Category: Hospital (includes buy down % to		
promote Economic Development)	99,485 (\$4,003 per 1,000 sq ft)	398,238
Impact Fee Estimate (100%) =		398,238.46
Water/Sewer Total Unit Connection Fees (not applicable be	ecause in JEA service area)	-
TOTAL ESTIMATED INCENTIVE		1,648,754
	1. A	

Payout will begin when capital improvements are recognized on the tax roll. Annual installments will not exceed the annual general county portion of the ad valorem tax paid each year.

#### **PAYOUT SCHEDULE:**

Total Maximum Possible Incentive:	1,648,754
Payout will consist of estimated annual installments of:	312,629

\*The annual payment is based on the general county portion of the ad valorem taxes and tangible personal property taxes paid each year, which could fluctuate with increasing property values. The total payout will not exceed the total incentive approved.

1.26.24