

**INTERLOCAL AGREEMENT BETWEEN
CITY OF JACKSONVILLE AND JACKSONVILLE
TRANSPORTATION AUTHORITY FOR LOCAL OPTION GAS TAXES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2021, pursuant to the provisions of Chapter 163, *Florida Statutes* (“Chapter 163”), by and between the City of Jacksonville, Florida, a consolidated city and county governmental unit and political subdivision of the State of Florida (the “City”), and the Jacksonville Transportation Authority, a body corporate and politic and an agency of the State of Florida (the “JTA”) pursuant to the provisions of Chapter 349, *Florida Statutes*.

WHEREAS, pursuant to Florida Statute Section 336.025, the Jacksonville City Council enacted Resolution 83-499-179, which stated the City’s intent to levy a local-option gas tax for a five (5) year period and authorized the execution of an interlocal agreement specifying a distribution formula for dividing tax proceeds levied for a multiyear local option gas tax; and

WHEREAS, in 1985, the Florida Legislature amended Section 336.025, *Florida Statutes*, to add a new paragraph (d), which allowed governments, which like Jacksonville, were already levying a local-option gas tax, to do so for up to thirty (30) years; and

WHEREAS, pursuant to Ordinance 85-793-824, the City levied a six-cent (\$0.06) local-option gas tax (upon every gallon of motor fuel and special fuel sold in the General Services District and taxed under provisions of Chapter 206, *Florida Statutes*) for the ten (10) year period September 1, 1986 through August 31, 1996 (as extended, the “Six-Cent Local Option Gas Tax”); and

WHEREAS, in 1987, the Florida legislature removed any mention in regard to a particular date (for example June 18, 1985) by which counties had to have been levying a local-option gas tax, and allowed counties to simply extend the gas tax in multiyear increments; and

WHEREAS, the City by Ordinance 1991-819-411, extended the Six-Cent Local Option Gas

Tax in 1991 to cover a thirty (30) year period from August 31, 1996 to August 31, 2016, thereby establishing a combined collection period totaling thirty (30) years; and

WHEREAS, pursuant to Section 206.47, *Florida Statutes*, the City receives a gas tax from the constitutional fuel tax imposed under Section 9(c), Article XII, Florida Constitution, and Section 206.41(1) (a), *Florida Statutes* (the “Constitutional Gas Tax”); and

WHEREAS, Ordinance 2000-671-E, as amended by Resolution 2003-512-A and Ordinance 2005-898-E, approved an interlocal agreement between the City and Jacksonville Transportation Authority (as amended, the “BJPI Interlocal Agreement”), which appropriated the proceeds of the Six-Cent Local Option Gas Tax to JTA subject to certain limitations and restrictions; and

WHEREAS, pursuant to Ordinance 2013-820-E, the City approved the reissuance of the Six-Cent Local Option Gas Tax from September 1, 2016 through August 31, 2036 and authorized that certain interlocal agreement between the City and Jacksonville Transportation Authority dated July 29, 2014 (the “2014 Interlocal Agreement”), which amended and supplemented the BJPI Interlocal Agreement to set forth certain projects to be funded from proceeds of the Six-Cent Local Option Gas Tax to JTA; and

WHEREAS, pursuant to Ordinance 2021-202-E, the City has reissued the Six-Cent Local Option Gas Tax from September 1, 2036 through August 31, 2046; and

WHEREAS, also pursuant to Ordinance 2021-202-E, the City has authorized and levied the additional five cents (\$0.05) of local option gas tax authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (the “Fifth-Cent LOGT”), and the “ninth-cent” fuel tax authorized under Section 206.41(1)(d), *Florida Statute* (the 9th-Cent LOGT”); and

WHEREAS, JTA Resolution _____, authorized this Agreement; and

WHEREAS, the City and JTA desire to enter into this Agreement to (i) accompany and

complement the BJPI Interlocal Agreement as supplemented and amended by the 2014 Interlocal Agreement, (ii) address the allocation of the extended Six-Cent Local Option Gas Tax and additional five-cent (\$0.05) Local Option Gas authorized pursuant to Section 206.41(1)(e), *Florida Statutes*, and the 9th-Cent LOGT, (iii) to modify the Joint Committee structure as set forth in the 2014 Interlocal Agreement to align with Ordinance 2021-202-E; and (iv) to add the Additional JTA Projects as defined herein to the list of projects to be financed by the JTA portion of the Six-Cent Local Option Gas Tax.

NOW THEREFORE, the parties agree as follows:

SECTION 1. RECITALS; AMENDMENTS.

The parties agree that all the foregoing recitals are true and correct and are hereby incorporated by reference herein.

SECTION 2. DEFINITIONS; CONSTRUCTION OF THIS AGREEMENT.

Capitalized terms used and not otherwise defined herein have the meanings assigned thereto in the BJPI Interlocal Agreement as amended and supplemented by the 2014 Interlocal Agreement. Except as expressly modified herein, the JPI Interlocal Agreement as amended and supplemented by the 2014 Interlocal Agreement remain unmodified and in full force and effect. In addition to the JTA Project List set forth in the BJPI Interlocal as supplemented and amended by the 2014 Interlocal Agreement, the term “Additional JTA Projects” as used herein shall mean the planning, design, permitting, development, acquisition and construction of the road, bridge and other transportation facilities listed on **Exhibit 1** attached hereto and incorporated herein by reference.

SECTION 3. INTERLOCAL AGREEMENT.

Pursuant to Chapter 163, Ordinance 2021-202-E and JTA Resolution _____, the City and JTA hereby make and enter into this Agreement for the purposes of jointly exercising, as

expressly set forth herein, the separate power of each to the maximum extent allowable under law for the implementation of this Agreement.

SECTION 4. EXTENSION OF 6-CENT LOCAL OPTION GAS TAX.

City and JTA acknowledge and agree that, in accordance with Ordinance 2021-202-E, the Six-Cent Local Option Gas Tax shall be extended for fuel sales starting on September 1, 2036, and continuing for fuel sales through August 31, 2046, and during said period shall be allocated as provided herein. The foregoing provisions of this Agreement have no effect on the allocation of the Six-Cent Local Option Gas Tax for fuel sales through August 31, 2036.

SECTION 5. ALLOCATION OF EXTENDED 6-CENT LOCAL OPTION GAS TAX.

Beginning with collections of the extended Six-Cent Local Option Gas Tax for fuel sales starting on September 1, 2036, and continuing with respect to collections of the extended Six-Cent Local Option Gas Tax for fuel sales through August 31, 2046, the City hereby agrees to appropriate to the JTA three cents (\$0.03) for every six cents (\$0.06) collected of the Six-Cent Local Option Gas Tax, while retaining three cents (\$0.03) of the Six-Cent Local Option Gas Tax for City use.

SECTION 6. IMPOSITION OF ADDITIONAL 5-CENT LOCAL OPTION GAS TAX AND “NINTH-CENT” FUEL TAX.

City and JTA acknowledge and agree that, pursuant to Ordinance 2021-202-E, the City has levied the 5-Cent LOGT authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (for a total of eleven cents (\$0.11) of Local Option Fuel Tax levied pursuant to Section 206.41(1)(e), *Florida Statutes*) and the 9th-Cent LOGT authorized under Section 206.41(1)(d), *Florida Statutes*, in each case for fuel sales starting on January 1, 2022, and continuing for fuel sales through December 31, 2052, and during said period those taxes shall be allocated as provided herein. For purposes of clarity, the 5-Cent LOGT and 9th-Cent LOGT do not apply to sales of diesel fuel.

SECTION 7. ALLOCATION OF ADDITIONAL 5-CENT LOCAL OPTION GAS TAX.

Beginning with collections of the 5-Cent LOGT, the City hereby agrees to appropriate to the JTA two and one-half cents (\$0.025) for every additional five cents (\$0.05) collected of the 5-Cent LOGT, while retaining two and one-half cents (\$0.025) of the 5-Cent LOGT for City use. The 5-Cent LOGT and received by JTA pursuant to this Agreement shall be used by the JTA for any lawful purpose, including without limitation, the Additional JTA Projects listed on **Exhibit 1**.

SECTION 8. ALLOCATION OF ADDITIONAL “NINTH-CENT” FUEL TAX.

Beginning with collections of the 9th-Cent LOGT, the City hereby agrees to appropriate to the JTA one-half cent (\$0.005) while retaining one-half cent (\$0.005) of the 9th-Cent LOGT for City use. The 9th-Cent LOGT and received by JTA pursuant to this Agreement shall be used by the JTA for any lawful purpose.

SECTION 9. FINANCING.

JTA may, at its sole discretion, cost and expense, and in accordance with applicable laws, fund any project utilizing funding received hereunder through the issuance of one or more new bonds; provided that the final maturity date of such bond issuance(s) shall not exceed the term of this Agreement.

SECTION 10. FISCAL AGENT; REPORTING.

All funds shall be collected, received, deposited, held and distributed by the Fiscal Agent in the same manner as utilized as of the effective date of the Agreement pursuant to the 2014 Interlocal Agreement. Fiscal Agent shall be responsible for the preparation and submission of the annual written report to City Council and JTA’s Board not later than March 1st of each year of this Agreement summarizing the appropriations made to the City and the JTA under this Agreement made during the prior year. JTA shall provide a report of the progress made to date on the

completion of the JTA Project List, including, without limitation, the Additional JTA Projects, including a summary of the financing undertaken to date, funds extended and planning, design, right-of-way acquisition and construction, in a format agreed to by the Council Auditor's Office. Such report shall be given along with JTA's budget submission on or before June 1st of each year after the effective date of this Agreement.

SECTION 11. OBLIGATION LIMITED TO AMOUNT RECEIVED.

Any obligation for the appropriations by the City to JTA is limited to the amount of the local option gas taxes collected by vendors and remitted to DOR that is actually received by the City.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, together with the exhibits and documents made a part hereof by reference, contains the entire agreement of the parties and no representations of promises have been made except for those that are specifically set out in this Agreement. Except as specifically state herein, all prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement and any part hereof are waived and merged herein and superseded hereby.

SECTION 13. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Florida.

SECTION 14. VENUE AND JURISDICTION.

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance of breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Duval County, Florida.

SECTION 15. VOLUNTARY EXECUTION OF AGREEMENT.

Each party warrants and represents to the other: (i) that it understands all of the rights and

obligations set forth in this Agreement and this Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly and at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of duress, coercion, or undue influence; and (iv) it had the opportunity of independent legal counsel of its own choosing in the negotiation and execution of this Agreement.

SECTION 16. EXECUTION OF DOCUMENTS.

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate this Agreement.

SECTION 17. SUFFICIENCY OF CONSIDERATION.

By their signatures below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge same.

SECTION 18. WAIVER.

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

SECTION 19. INTERPRETATION.

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

SECTION 20. CAPTIONS.

Section title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

SECTION 21. SEVERANCE.

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of this Agreement remain enforceable.

SECTION 22. MODIFICATION OF AGREEMENT.

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their undersigned duly authorized representatives to execute and deliver this Agreement as of the date written beside the signatures thereof, respectively.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Its: Mayor

**APPROVED AS TO FORM FOR
THE CITY OF JACKSONVILLE:**

By: _____
Office of General Counsel

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____
Its: Chairman

**APPROVED AS TO FORM FOR
JACKSONVILLE TRANSPORTATION AUTHORITY:**

By: _____
Office of General Counsel

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Prepared by and Return to:
John C. Sawyer, Jr., Esquire
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

**AMENDED AND RESTATED INTERLOCAL AGREEMENT REGARDING LOCAL
OPTION GAS TAXES AMONG THE CITY OF JACKSONVILLE, THE CITY OF
ATLANTIC BEACH, THE CITY OF JACKSONVILLE BEACH, THE CITY OF
NEPTUNE BEACH, AND THE TOWN OF BALDIN**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the _____ day of _____, 2021 by and among the below-listed parties and shall become effective upon filing with the Clerk of the Circuit and County Courts, as herein provided (the “Effective Date”) (collectively, the “Cities” or individually, a “City”).

WITNESSETH:

WHEREAS, in June of 1983 the City previously entered into that certain Interlocal Agreement, as replaced and superseded by that certain Interlocal Agreement dated June 28, 1985 (the “Initial Agreement”), regarding the distribution formula for dividing the proceeds of a six-cent local option gas tax (the “Six-Cent Local Option Gas Tax”) sold in Duval County and taxed under the provisions of Chapter 206, Florida Statutes, as authorized to be imposed by the governing body of Duval County by Section 336.025, Florida Statutes; and

WHEREAS, the Council (“Council”) of the City of Jacksonville (“County”) acting as the governing body of Duval County, Florida, pursuant to Ordinance 2021-202, proposes to levy an additional local option gas taxes, also known as local option fuel taxes, pursuant to Section 336.025(1)(b), Florida Statutes, known generally as a 5-Cent Gas Tax (the “5-Cent Local Option Gas Tax”) on every gallon of motor fuel sold in Duval County, exclusive of diesel fuel; and

WHEREAS, Section 336.025(1)(b)(2), Florida Statutes, authorizes the County to enter into interlocal agreements with one or more municipalities located within Duval County, representing a majority of the population of the incorporated area within the county, setting forth a distribution formula for dividing the entire proceeds of the local option fuel taxes among county government and all eligible municipalities within the county; and

WHEREAS, the Cities are desirous of entering into this Agreement with each other and with the County to amend the Initial Agreement in order to restate the formula for the

distribution of the previously imposed Six-Cent Local Option Gas Tax and to set forth a formula for the distribution of the Five-Cent Local Option Gas Tax, should any or all of such local option fuel taxes be approved or amended by Council.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants herein contained and for other good and valuable consideration, the legal sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. **Authority.** This Agreement is entered into by County and Cities pursuant to the authority provided by Section 336.025, Florida Statutes, and Section 163.01, Florida Statutes.

3. **Construction of Agreement.** Except as expressly modified herein, the Initial Agreement remains unmodified and in full force and effect.

4. **Extension of Six-Cent Local Option Gas Tax.** County and Cities agree that, in accordance with Ordinance 2021-202-E, the Six-Cent Local Option Gas Tax shall be extended for fuel sales starting on September 1, 2036, and continuing for fuel sales through August 31, 2046, and during said ten-year period shall be allocated as set forth in the Initial Agreement. The foregoing provisions of this Agreement have no effect on the allocation of the Six-Cent Local Option Gas Tax for fuel sales through August 31, 2036.

5. **Imposition of Additional Five-Cent Local Option Gas Tax.** County and the Cities acknowledge and agree that, pursuant to Ordinance 2021-202-E, the City has levied the 5-Cent LOGT authorized pursuant to Section 206.41(1)(e), *Florida Statutes* (for a total of eleven cents (\$0.11) of Local Option Fuel Tax levied pursuant to Section 206.41(1)(e), *Florida Statute*, for fuel sales starting on January 1, 2022, and continuing for fuel sales through December 31, 2052, and during said period those taxes shall be allocated in the same manner as provided for the Six-Cent Local Option Gas Tax as provided for in the Initial Agreement. For purposes of clarity, the 5-Cent Local Option Gas Tax and 9th-Cent Local Option Gas Tax do not apply to sales of diesel fuel.

6. **Uses of Proceeds from Five-Cent Local Option Gas Tax.** Proceeds from the Five-Cent Local Option Gas Tax shall be utilized only for transportation expenditures, as that term is set forth in Section 336.025(1)(b)(3), Florida Statutes and as defined in Section 336.025(7), Florida Statutes.

7. **Severability.** If any part of this Agreement is found by a court of competent Jurisdiction to be unlawful or otherwise unenforceable, such part shall be deemed to be severed from this Agreement and the remaining parts shall continue to have full force and effect.

8. **Section Headings.** All section headings used in this Agreement have been

inserted for convenience only. Such section headings shall not be used in the interpretation or construction of the text of this Agreement.

9. **Construction.** The parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “*Fortius Contra Proferentum*” shall not be applied to the interpretation of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto for their responsibilities with respect to the Event. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by any party, or any representative of any party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

11. **Counterparts.** This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid and enforceable for all purposes.

[Remainder of page is intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____

Name: James R. McCain, Jr.

Title: Corporation Secretary

By: _____

Name: Lenny Curry

Title: Mayor

Form Approved:

Office of General Counsel

IN WITNESS WHEREOF, the City of Atlantic Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF ATLANTIC BEACH

By: _____
Donna L. Bartle, City Clerk
800 Seminole Road
Atlantic Beach, FL 32233

By: _____
Joe Gerrity, City Manager
800 Seminole Road
Atlantic Beach, FL 32233

IN WITNESS WHEREOF, the City of Jacksonville Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE BEACH

By: _____
Laurie Scott, City Clerk
11 North 3rd Street
Jacksonville Beach, FL 32250

By: _____
Charlie Latham, Mayor
11 North 3rd Street
Jacksonville Beach, FL 32250

By: _____
Mike Staffopoulos, City Manager
11 North 3rd Street
Jacksonville Beach, Florida 32250

IN WITNESS WHEREOF, the City of Neptune Beach, by and through its respective authorized representatives has caused this Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF NEPTUNE BEACH

By: _____
Catherine Ponson, City Clerk
116 1st Street
Neptune Beach, FL 32266

By: _____
Andrew E. Hyatt, City Manager
116 1st Street
Neptune Beach, FL 32266

ATTEST:

TOWN OF BALDWIN

Town Clerk
Form Approved:

By: _____
Name Printed: Sean T. Lynch
Its: Mayor

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