

**SECOND AMENDMENT TO
MARCH 22, 2016 INTERAGENCY AGREEMENT
BY AND BETWEEN
THE CITY OF JACKSONVILLE AND JEA**

This Second Amendment (“Second Amendment”) to the March 22, 2016 Interagency Agreement and entered into this ____ day of _____, 2021, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (“City”), whose address is 117 West Duval Street, Jacksonville, Florida 32202 and **JEA**, a body politic and corporate organized and existing under the laws of the State of Florida, whose address is 21 West Church Street, Jacksonville, Florida 32202.

RECITALS

WHEREAS, the City and JEA entered into an Interagency Agreement dated March 22, 2016, as amended by that certain First Amendment to Interagency Agreement dated February 28, 2019 (collectively, the “2016 Agreement”), as authorized by Ordinances 2015-764-E and 2018-747-E, respectively; and

WHEREAS, the City and JEA desire to modify and supplement certain portions of the 2016 Agreement through this Second Amendment that will become a part of the 2016 Agreement by attachment; and

WHEREAS, JEA pays an annual assessment to the City in accordance with the assessment calculations contained within Section 21.07 of Article 21 of the Charter of the City, as amended and readopted by Chapter 80-515, Laws of Florida, Special Acts of 1980, as subsequently amended by Chapter 92-341, Laws of Florida, Special Acts of 1992 and as thereafter amended in accordance with the terms thereof prior to the date hereof (“City Charter”); and

WHEREAS, in addition to the annual assessment, JEA and the City desire to work cooperatively with one another to provide efficient services to the community; and

WHEREAS, the City and JEA desire to supplement the 2016 Agreement to set forth the collective understanding and agreement of the City and JEA regarding additional contribution and funding by each of JEA and the City in the 2020-2021 fiscal year of \$12,500,000 from JEA and

additional funding from the City of \$14,384,362 to be used in accordance with the terms of this Second Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the City and JEA mutually agree to enter into this Second Amendment as follows:

Section 1 – Recitals

1.1 The City and JEA acknowledge that the recitals contained above are true and accurate, to best of their knowledge, and are hereby incorporated herein by reference.

Section 2 – Definitions

2.1 All definitions provided in the 2016 Agreement shall apply to this Second Amendment.

Section 3 - Additional Contribution and Funding

3.1 The City and JEA have had extensive negotiations relative to establishing the annual contribution paid by JEA to the City. In recognition of the prior agreement to the City Charter amendments made to the annual contribution formula and other terms adopted and approved through Ordinance 2015-764-E, JEA has agreed to an additional contribution in the 2020-2021 fiscal year of Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the “Additional JEA Contribution”), and the City has agreed to provide additional funding in the amount of Fourteen Million Three Hundred Eighty-Four Thousand Three Hundred Sixty-Two Dollars (\$14,384,362) (the “Additional City Funding”).

3.2 The City and JEA acknowledge that the Additional JEA Contribution and the Additional City Funding are one-time payments to be used in accordance with this Second Amendment.

3.3 JEA shall deposit the Additional JEA Contribution into the City’s Water/Wastewater System Fund within three (3) business days of notice that the Christobel community has achieved the 70 percent community participation as required by City Ordinance Code, Sect. 751.108.

Section 4 – City Water and Sewer Projects

4.1 The City has committed to provide \$26,884,362 to the Christobel designated priority area as identified in Section 5 hereof, of which \$12,500,000 is the Additional JEA Contribution, during the Term of this Second Amendment.

Section 5 – Qualified Sewer Projects

5.1 The Plan described in Section 4 is intended to broadly address both water and sewer infrastructure needs for the designated area identified as the Christobel neighborhood as set forth on the Septic Tank Phase-Out Prioritization List as promulgated pursuant to Chapter 751.106, *Ordinance Code*.

Section 6 – Amended Agreement

6.1 This Second Amendment, upon execution by City and JEA, will become the second amendment to the attached 2016 Agreement, which remains in effect unless modified by this Second Amendment. The parties are not bound by any stipulations, representations, agreements or promises, or otherwise, not printed or inserted herein. If any part of this Second Amendment shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Second Amendment shall remain in full force and effect provided that the part of this Second Amendment thus invalidated or declared unenforceable is not material to the intended operation of this Second Amendment.

Section 7 – Maximum Indebtedness

7.1 The maximum indebtedness of the City for all costs, fees reimbursable items or other costs pursuant to this Second Amendment shall not exceed the sum of Twenty-Six Million Eight Hundred Eighty-Four Thousand Three Hundred Sixty-Two Dollars (\$26,884,362) (inclusive of the Additional JEA Contribution amount hereunder of \$12,500,000). Any additional funding that may be needed to complete the project/s authorized by this Second Amendment shall be subject to future appropriation by City Council.

IN WITNESS WHEREOF, the City of Jacksonville, Florida has caused this Agreement to be executed on the day and year written below in its name by the Mayor, and JEA has caused this Agreement to be executed on the day and year written below in its have by its duly authorized representative.

[Remainder of page left blank intentionally; signatures on following page.]

CITY OF JACKSONVILLE

Lenny Curry, Mayor

Date _____

ATTEST:

James R. McCain, Jr.,
Corporation Secretary

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City Contract Number: _____

FORM APPROVED FOR CITY:

By: _____
Office of General Counsel

JEA

By: Jay Stowe
Managing Director and Chief Executive Officer

Date _____

FORM APPROVED FOR JEA:

By: _____
Office of General Counsel

GC-#1416328-v2-COJ_-_JEA_Amendment_2_to_Interagency_Agreement_3_22_16.DOCX

EXHIBIT A

**Interagency Agreement
By and Between the City of Jacksonville and JEA**