

1 Introduced by the Council President at the request of the Mayor and  
2 amended by the Neighborhoods, Community Services, Public Health and  
3 Safety Committee:  
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6 **ORDINANCE 2022-210-E**

7 AN ORDINANCE APPROVING, AND AUTHORIZING THE  
8 MAYOR, OR HIS DESIGNEE, AND THE CORPORATION  
9 SECRETARY TO EXECUTE AND DELIVER THAT CERTAIN  
10 SECOND AMENDED AND RESTATED MULTI-YEAR  
11 ENCROACHMENT PROTECTION AGREEMENT BETWEEN THE  
12 UNITED STATES OF AMERICA, THE CITY OF  
13 JACKSONVILLE, FLORIDA, AND NORTH FLORIDA LAND  
14 TRUST, INC. (THE "AGREEMENT") TO ALLOW THE  
15 PARTIES TO COLLABORATE ON ENCROACHMENT  
16 PROTECTION PROJECTS WITHIN THE MILITARY  
17 INFLUENCE ZONE OF DUVAL COUNTY NAVAL  
18 INSTALLATIONS; AUTHORIZING THE MAYOR, OR HIS  
19 DESIGNEE, AND THE CORPORATION SECRETARY TO  
20 EXECUTE ANY NECESSARY DOCUMENTS TO EFFECTUATE  
21 FUTURE ACQUISITIONS AND RENEWALS IN ACCORDANCE  
22 WITH THE MASTER AGREEMENT AS PREVIOUSLY  
23 AUTHORIZED IN ORDINANCE 2011-421-E; PROVIDING  
24 FOR CITY OVERSIGHT BY THE MILITARY AFFAIRS AND  
25 VETERANS DEPARTMENT; PROVIDING AN EFFECTIVE  
26 DATE.

27  
28 **WHEREAS**, the Department of the Navy (the "Navy") and the  
29 Preservation Law Group, Inc. ("PLG") were the original parties to  
30 that certain Multi-Year Protection Agreement Between the United  
31 States of America and PLG dated September 28, 2012 (the "Original

1 Agreement") to prevent encroachment, limit incompatible development,  
2 and promote conservation of ecologically and agriculturally  
3 significant lands in the vicinity of various naval installations  
4 throughout Duval County; and

5 **WHEREAS**, the Original Agreement was subsequently amended and  
6 restated to, among other things, add the City of Jacksonville as  
7 party so that the City might participate in the transactions  
8 contemplated in the Original Agreement, and terminated the PLG as a  
9 party, all of which was memorialized in that certain Amended and  
10 Restated Multi-Year Encroachment Protection Agreement Between the  
11 United States of America and the City of Jacksonville, Florida,  
12 effective as of May 3, 2017 (the "Amended and Restated Agreement");  
13 and

14 **WHEREAS**, the Navy previously amended the Amended and Restated  
15 Agreement pursuant to those certain administrative modifications  
16 Numbers 3 through 11, for Navy funding purposes (the "Previous  
17 Amendments"); and

18 **WHEREAS**, the Navy and the City desire to amend and restate the  
19 Amended and Restated Agreement, as amended by the Previous Amendments,  
20 by, among other things, adding North Florida Land Trust, Inc. ("NFLT")  
21 as an additional party so that NFLT may participate in transactions  
22 contemplated in the Amended and Restated Agreement, as amended and  
23 restated by the Agreement, and to add the Pinecastle Range Complex  
24 as an additional naval installation subject to the Agreement; now,  
25 therefore,

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

27 **Section 1. Approval and Authorization to Execute.** There is  
28 hereby approved, and the Mayor, or his designee, and the Corporation  
29 Secretary are hereby authorized to execute and deliver, for and on  
30 behalf of the City, that certain Second Amended and Restated Multi-  
31 Year Encroachment Protection Agreement Between the United States of

1 America, acting by and through The Department of the Navy, the City  
2 of Jacksonville, Florida, and North Florida Land Trust, Inc. (the  
3 "Agreement") in substantially the form placed **On File** with the Office  
4 of Legislative Services. The purpose of the Agreement is to allow  
5 the Navy, the City, and NFLT to collaborate on encroachment protection  
6 projects within the Military Influence Zone of Duval County naval  
7 installations. The Agreement also establishes the terms and  
8 conditions applicable to the contribution of federal funds for  
9 acquisition of long-term interests in parcels of land in the vicinity  
10 of Naval Air Station Jacksonville, Navy Outlying Landing Field  
11 Whitehouse, Naval Station Mayport, and the Pinecastle Range Complex.

12 **Section 2. Authorization for Future Acquisitions and**  
13 **Renewals made by the City and Navy pursuant to the Multi-Year**  
14 **Encroachment Agreement.** The Mayor and Corporation Secretary are  
15 hereby authorized to execute and deliver on behalf of the City, any  
16 and all documents necessary or appropriate to effectuate future  
17 acquisitions and renewals made by the City and the Navy pursuant to  
18 the terms of the Multi-Year Encroachment Agreement **On File** with the  
19 Legislative Services Division, including but not limited to all  
20 agreements, easements, donation agreements, renewals and closing  
21 statements, subject to the review and approval of the Office of  
22 General Counsel.

23 **Section 3. Oversight.** The Military Affairs and  
24 Veterans Department shall oversee the project described herein.

25 **Section 4. Effective Date.** This Ordinance shall become  
26 effective upon signature by the Mayor or upon becoming effective  
27 without the Mayor's signature.

1 Form Approved:

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3                                 /s/ Mary E. Staffopoulos

4 Office of General Counsel

5 Legislation prepared by: Mary E. Staffopoulos

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