

1 Introduced by Council Member Becton:
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4 **ORDINANCE 2023-314**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE
6 MAYOR, OR HIS DESIGNEE, AND CORPORATION
7 SECRETARY TO EXECUTE AND DELIVER AN INTERLOCAL
8 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE
9 ("CITY") AND ST. JOHNS COUNTY, FLORIDA ("SJC"),
10 AS AUTHORIZED BY SECTION 163.01, *FLORIDA*
11 *STATUTES*, FOR THE PURPOSE OF ALLOCATING THE
12 COLLECTION AND PAYMENT OF SALES AND AD VALOREM
13 TAXES ORIGINATING FROM NOCATEE WEST COMMERCIAL
14 RETAIL (CITY DEVELOPMENT NUMBER 5389.45), ALSO
15 KNOWN AS "MARKETPLACE AT NOCATEE," A PROPOSED
16 GROCERY-ANCHORED SHOPPING CENTER TO BE LOCATED
17 ON THE BOUNDARY BETWEEN CITY AND SJC, WITH
18 PORTIONS THEREOF IN BOTH CITY COUNCIL DISTRICT
19 11 AND SJC, AND TO SET FORTH THE
20 RESPONSIBILITIES OF POLICE AND FIRE AND RESCUE
21 IN RESPONDING TO CALLS ORIGINATING FROM
22 MARKETPLACE AT NOCATEE; PROVIDING FOR OVERSIGHT
23 BY THE DUVAL COUNTY PROPERTY APPRAISER, THE
24 DUVAL COUNTY TAX COLLECTOR, JACKSONVILLE FIRE
25 AND RESCUE DEPARTMENT AND JACKSONVILLE SHERIFF'S
26 OFFICE; PROVIDING AN EFFECTIVE DATE.

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28 **WHEREAS**, Nocatee West Commercial Retail (City Development Number
29 5389.45), also known as "Marketplace at Nocatee", is a proposed
30 grocery-anchored shopping center to be constructed on the boundary
31 between the City of Jacksonville ("City") and St. Johns County,

1 Florida ("SJC") with portions thereof in City and SJC; and

2 **WHEREAS**, City and SJC desire to enter into an interlocal
3 agreement to allocate the collection and distribution of ad valorem
4 and sales taxes originating from Marketplace at Nocatee, and to
5 apportion first response services as between City's and SJC's first
6 responders to Marketplace at Nocatee; now therefore,

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

8 **Section 1. Incorporating Recitals.** The foregoing "WHEREAS"
9 clauses are hereby ratified and confirmed as being true and correct
10 and are hereby made a specific part of this Ordinance upon adoption
11 thereof.

12 **Section 2. Approval and Execution of Interlocal Agreement**
13 **authorized.** There is hereby approved, and Mayor, or his designee,
14 and the Corporation Secretary are hereby authorized to execute and
15 deliver, for and on behalf of the City, the Interlocal Agreement
16 between City and SJC, in substantially the same form attached hereto
17 as **Exhibit 1** and incorporated herein by this reference (the
18 "Agreement"), as authorized by Section 163.01, *Florida Statutes*. The
19 Agreement may include such additions, deletions, and changes as may
20 be reasonable, necessary, and incidental for carrying out the purposes
21 thereof, as may be acceptable to the Mayor or his designee, with such
22 inclusion and acceptance being evidenced by execution of the Agreement
23 by the Mayor or designee; provided however, no modification of the
24 Agreement may increase the financial obligations or liability of the
25 City to an amount in excess of the amount stated in the Agreement,
26 and any such modification shall be technical only and shall be subject
27 to appropriate legal review and approval by the Office of General
28 Counsel. For purposes of this Ordinance, the term "technical changes"
29 is defined as those changes having no financial impact to the City
30 or other non-substantive changes that do not substantively increase
31 the duties and responsibilities of the City under the provisions of

