

3177-90

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF JACKSONVILLE BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into as of this 27 day of February, 2015, by and between **THE CITY OF JACKSONVILLE, FLORIDA**, a consolidated municipal/county government, making the General Services District (hereinafter referred to as "JACKSONVILLE") and **THE CITY OF JACKSONVILLE BEACH, FLORIDA**, a municipal corporation, within the General Services District (hereinafter referred to as "JACKSONVILLE BEACH") for the purpose of distributing proceeds collected and set aside via the 9-1-1 User Fee to be used to pay a portion of the salaries and related expenses for 9-1-1 Call Takers for that portion of their time spent answering and handling 9-1-1 calls under the provisions of Section 365.172 (9), Florida Statutes, as authorized to be imposed by the governing body of Duval County (hereinafter referred to as the "Project").

RECITALS:

WHEREAS, in 2014, the parties have made and entered into an Interlocal Agreement, City Contract #3177-82 (hereinafter referred to as the "Agreement" for the Project; and

WHEREAS, said Agreement was in effect until September 30, 2014, and

WHEREAS, the Council of JACKSONVILLE, acting as the governing body of Duval County, Florida, has authorized the fees collected to be used to fund an Interlocal Agreement wherein JACKSONVILLE BEACH will receive its pro rata share to be used for lawful purposes; and

IN CONSIDERATION of the mutual promises and covenants herein contained and for other good and valuable consideration, the parties agree as follows:

1. The above stated recitals are accurate, true and correct and, by this reference, are incorporated herein and are made a part hereof.

2. Calculation of the 9-1-1 Distribution

2.1 JACKSONVILLE BEACH shall receive a distribution proportion (hereinafter referred to as the "Distribution") of the 9-1-1 User Fee calculated by taking the projected total call taker salary and benefits (if projected salaries and benefits are not available, the previous four quarters will be used instead of the projection) from JACKSONVILLE BEACH, multiplying that amount by the call taker percentage (percentage of employees that handle calls instead of dispatching calls, if not available, the Jacksonville Sheriff's Office percentage will be utilized), and multiplying that amount by the five year weighted average of 9-1-1 calls (if calls are not segregated by emergency/non-emergency, then the Jacksonville Sheriff's Office average will be utilized).

2.2 If the available net revenues (total 9-1-1 revenue less 9-1-1 administration salaries & benefits and operating expenses) are greater than or equal to the total calculated Distributions of the five Public-Safety Answering Points (Jacksonville Sheriff's Office, City of Jacksonville Fire Department, City of Atlantic Beach, City of Jacksonville Beach, and City of Neptune Beach) then the entire Distribution will be available to JACKSONVILLE BEACH. If the available net revenues are less than the total calculated Distributions of the five Public Safety Answering Points (hereinafter referred to as "PSAPS"), then JACKSONVILLE BEACH will receive its pro-rated share based on the percentage of its Distribution to the total calculated Distribution of the five PSAPS.

2.3 The maximum amount to be distributed by JACKSONVILLE as a result of this calculation for JACKSONVILLE BEACH for Fiscal Year 2014-2015 is "ONE HUNDRED FORTY ONE THOUSAND, EIGHT HUNDRED AND FIFTY EIGHT and 00/00 DOLLARS (\$141,858)"

2.4 The Distribution shall be remitted to the respective City Manager or Finance Director or his/her designee on a quarterly basis.

2.5 In each succeeding fiscal year, the Jacksonville Sheriff's Office will recalculate the Distribution to JACKSONVILLE BEACH, by updating the information referenced in Section 2.1 and 2.2. The Jacksonville Sheriff's Office 9-1-1 Coordinator will notify JACKSONVILLE BEACH of the maximum Distribution in the first quarter of the succeeding fiscal year.

3. The 9-1-1 User Fees collected and distributed as provided herein shall be utilized only for call taker salaries and associated expenses, as provided for in Section 365.172(9), Florida Statutes.

4. JACKSONVILLE BEACH, by accepting funds, hereby agrees to provide an audit or accounting of such funds and the manner in which they were expended in accordance with Section 11.45, Florida Statutes.

5. JACKSONVILLE BEACH hereby acknowledges full payment and performance under all prior agreements on this subject and hereby waives any right to assert any claim for failure of performance in prior years.

6. The salary period covered under this Agreement shall be retro-active to October 1, 2014 and shall be in effect from the date it is recorded on the Official Records of Duval County until September 30, 2019.

7. This Agreement may be terminated by either of the parties upon 90 days written notice of such termination to the other parties of this Agreement.

8. JACKSONVILLE will record this Interlocal Agreement in the Official Records of Duval County, as required by Section 163.01(11), Florida Statutes.

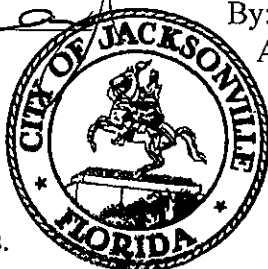
[Remainder of page intentionally left blank. Signature page follows immediately.]

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



By: Alvin Brown
Alvin Brown, Mayor

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

Cleveland Ferguson III
Deputy Chief Administrative Officer
Under Authority of:
Executive Order No. 2015-01

The foregoing instrument was acknowledged before me this 16 day of March, 2015, by Cleveland Ferguson III for & on behalf of Alvin Brown and James R. McCain, Jr., the Mayor and Corporation Secretary respectively, of the City of Jacksonville, a municipal corporation in Duval County, Florida.

Such persons: *(notary must check applicable box)*

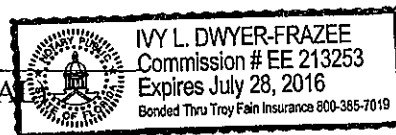
- are personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification

Ivy Dwyer-Fraze (Sign)
Ivy Dwyer-Fraze (Print)

NOTARY PUBLIC

My Commission expires: _____

(NOTARIAL SEAL)



In compliance 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 to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Belton

Director of Finance

City Contract Number: 3177-90

Form Approved:

James R. McCain, Jr.
Office of General Counsel

