3177-90 And (

Amendment Number One to: INTERLOCAL AGREEMENT BETWEEN

THE CITY OF JACKSONVILLE, FLORIDA

THE CITY OF JACKSONVILLE BEACH, FLORIDA FOR

9-1-1 User Fee Distribution in Fiscal Year 2015-2016

RECITALS:

WHEREAS, in 2015, the parties have made and entered into an Interlocal Agreement, City Contract #3177-90 (hereinafter referred to as the "Agreement" for the Project; and

WHEREAS, said Agreement will be in effect until September 30, 2019, 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

WHEREAS, said Agreement should be amended, for Fiscal Year 2015-2016 by updating dates and distribution amounts with all other provisions, terms and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained and for other good and valuable consideration, the parties agree to amend said Agreement, 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. Section 2, of said Agreement is amended, in part, by providing for a Fiscal Year 2015-2016 distribution of \$166,260.00 to JACKSONVILLE BEACH and, as amended, shall read as follows:
 - 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 total call taker salary and benefits 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"), than 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 2015-2016 is "ONE HUNDRED SIXTY-SIX THOUSAND, TWO HUNDRED SIXTY AND and 00/00 DOLLARS (\$166,260.00)"
- 3. Section 6, in said Agreement, is amended, in part to revise dates to reflect the Fiscal Year 2015-2016 and, as amended, shall read as follows:
 - "6. The salary period covered by Amendment Number One to Agreement shall commence retroactively to October 1, 2015, which is the beginning of Fiscal Year 2015-2016 This Agreement shall become effective on the date it is recorded in the Official Records of Duval County, and shall remain effective through September 30, 2016."
- 4. JACKSONVILLE will record this Amendment Number One to Interlocal Agreement in the Official Records of Duval County, as required by Section 163.01(11), Florida Statutes.
- **SAVE AND EXCEPT** for the express amendments provided in this instrument, the provisions, terms and conditions of said Agreement shall remain unchanged and shall continue in full force and effect.

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

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

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ATTEST:	CITY OF JACKSONVILLE	
By: McCain, Jr. Corporation Secretary	Sam E. Mousa	
STATE OF FLORIDA))ss. COUNTY OF DUVAL)	Chief Administrative Officer For: Mayor Lenny Curry Under Authority of: Executive Order No. 2015-05	
The foregoing instrument was acknowledged before me this day of lanuary, 2015, by Lenny Curry 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)		
2 incine # CC 00760	driver's license as identification; or as identification (Sign) Alice W. Newman (Print) FARY PUBLIC Commission expires: 4-19-18 (NOTARIAL SEAL)	
In compliance with the <i>Ordinance Code</i> of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and un impounded 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.		
	Director of Finance City Contract Number: 3/17-90	
Form Approved: Strus ME (2) Office of General Counsel		

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/ Jaure JCE	By: Water
Laurie Scott, City Clerk	William C. Latham, Mayor
11 North 3 rd Street	11 North 3 rd Street
Jacksonville Beach, FL 32250	Jacksonville Beach, FL 32250
	By: <u>Hear</u> O. Hong George D. Forbes, City Manager 11 North 3 rd Street Jacksonville Beach, Florida 32250
STATE OF FLORIDA)	
)ss.	
COUNTY OF DUVAL)	
2015, by William C. Latham, George 1	ledged before me this 18th day of December, D. Forbes and Laurie Scott, the Mayor, the City Manager City of Jacksonville Beach, a municipal corporation in
Such persons: (notary must check applicab	le box)
Vare personally known to me; or	
produced a current	driver's license as identification; or
produced	as identification
	Sheri Gosselih (Sign) Sheri Gosselih (Print) DTARY PUBLIC (NOTARIAL SEAL) (NOTARIAL SEAL) SHERI GOSSELIN MY COMMISSION # FF909741 EXPIRES: October 09, 2019