

3177-90  
Amd 1

**Amendment Number One to:  
INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE, FLORIDA  
AND  
THE CITY OF JACKSONVILLE BEACH, FLORIDA  
FOR  
9-1-1 User Fee Distribution in Fiscal Year 2015-2016**

**THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT** is made and entered into as of this 2 day of Feb, 2016 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 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 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.]**



