

**AMENDMENT NUMBER THREE
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 2017-2018**

THIS AMENDMENT NUMBER THREE to Interlocal Agreement is made and entered into as of this 19 day of Jan, ~~2017~~²⁰¹⁸, 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 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, said Agreement has been amended two (2) times previously; 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 2017-2018 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 are incorporated herein and are made a part hereof by this reference.

2. Section 2.3 of said Agreement is amended, in part, by providing for a Fiscal Year 2017-2018 distribution of \$170,154.00 to JACKSONVILLE BEACH, and as amended shall read as follows:

"2.3 The maximum amount to be distributed by JACKSONVILLE as a result of this calculation to JACKSONVILLE BEACH for Fiscal Year 2014-2015 is ONE

HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND 00/100 dollars (\$141,858.00).

The maximum amount to be distributed by JACKSONVILLE as a result of this calculation to JACKSONVILLE BEACH for Fiscal Year 2015-2016 is ONE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED SIXTY AND 00/100 DOLLARS (\$166,260.00).

The maximum amount to be distributed by JACKSONVILLE as a result of this calculation for JACKSONVILLE BEACH for Fiscal Year 2016-2017 is ONE HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED TWENTY-THREE AND and 00/00 DOLLARS (\$163,523.00).

The maximum amount to be distributed by JACKSONVILLE as a result of this calculation for JACKSONVILLE BEACH for Fiscal Year 2017-2018 is ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED FIFTY-FOUR AND and 00/00 DOLLARS (\$170,154.00)."

3. Section 6 in said Agreement is amended, in part to revise dates to reflect the Fiscal Year 2017-2018, and as amended shall read as follows:

"6. The salary period covered by Amendment Number three to Agreement shall commence retroactively to October 1, 2017, which is the beginning of Fiscal Year 2017-2018 This Agreement shall become effective as of October 1, 2014, and shall remain effective through September 30, 2019."

4. JACKSONVILLE will record this Amendment Number Two 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, as previously amended, 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 representatives, has caused this Second Amendment 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: Sam E. Mousa
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

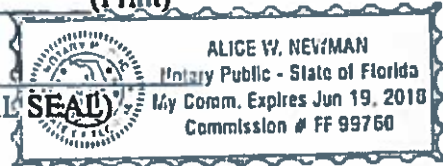
The foregoing instrument was acknowledged before me this 19th day of January, 2018, by Lenny Curry and James R. McCain, Jr., the Mayor and Corporation Secretary respectively, of the City of Jacksonville, a municipal corporation in Duval County, Florida.

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

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

Alice W. Newman (Sign)
Alice W. Newman (Print)

NOTARY PUBLIC
My Commission expires:



In compliance with the Ordinance Code 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.

[Signature]

Director of Finance
City Contract Number: 3177-90

And 3 of

Form Approved:

James R. McCain, Jr.
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: Laurie Scott
Laurie Scott, City Clerk
11 North 3rd Street
Jacksonville Beach, FL 32250

By: William C. Latham
William C. Latham, Mayor
11 North 3rd Street
Jacksonville Beach, FL 32250

By: George D. Forbes
George D. Forbes, City Manager
11 North 3rd Street
Jacksonville Beach, Florida 32250

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of DECEMBER 2017, by William C. Latham, George D. Forbes and Laurie Scott, the Mayor, the City Manager and the City Clerk, respectively, of the City of Jacksonville Beach, 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

Jennifer Zdunkiewicz (Sign)
JENNIFER ZDUNKIEWICZ (Print)
NOTARY PUBLIC
My Commission expires: 3/24/19

(NOTARIAL SEAL)

