

6494-56
Amd 2

**AMENDMENT NUMBER TWO
TO INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF NEPTUNE BEACH, FLORIDA
FOR
9-1-1 USER FEE DISTRIBUTION IN FISCAL YEAR 2016-2017**

THIS AMENDMENT NUMBER TWO to Interlocal Agreement is made and entered into as of this 14 day of March, ~~2016~~²⁰¹⁷, 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 NEPTUNE BEACH, FLORIDA**, a municipal corporation within the General Services District (hereinafter referred to as "NEPTUNE 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 #6494-56 (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 one (1) time 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 NEPTUNE BEACH will receive its pro rata share to be used for lawful purposes; and

WHEREAS, said Agreement should be amended for Fiscal Year 2016-2017 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 2016-2017 distribution of \$84,505.00 to NEPTUNE 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 NEPTUNE BEACH for Fiscal Year 2014-2015 is SEVENTY-FOUR THOUSAND SEVENTY-TWO AND 00/100 DOLLARS (\$74,072.00).

The maximum amount to be distributed by JACKSONVILLE as a result of this calculation to NEPTUNE BEACH for Fiscal Year 2015-2016 is EIGHTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY-SEVEN AND 00/100 DOLLARS.

The maximum amount to be distributed by JACKSONVILLE as a result of this calculation to NEPTUNE BEACH for Fiscal Year 2016-2017 is EIGHTY-FOUR THOUSAND FIVE HUNDRED FIVE DOLLARS AND 00/100 DOLLARS (\$84,505.00).”

3. Section 6 in said Agreement is amended, in part, to revise dates to reflect the Fiscal Year 2016-2017, and as amended shall read as follows:

“6. The salary period covered by Amendment Number Two to Agreement shall commence retroactively to October 1, 2016, which is the beginning of Fiscal Year 2016-2017 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: Lenny Curry
Lenny Curry, Mayor

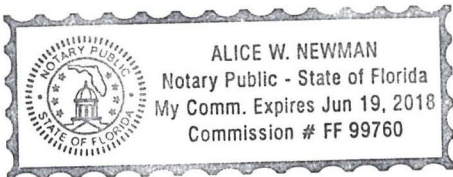
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

2017 The foregoing instrument was acknowledged before me this 14th day of March, 2016, 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: _____
(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.

[Signature]

Director of Finance

City Contract Number: 6494-56, Amd 2

[Signature]

Form Approved:

James R. McCain, Jr.
Office of General Counsel

IN WITNESS WHEREOF, the City of NEPTUNE 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 NEPTUNE BEACH

By: Amanda Askew
Amanda Askew, Acting City Clerk
116 First Street
Neptune Beach, FL 32266

By: Elaine Brown
Elaine Brown, Mayor
116 First Street.
Neptune Beach, FL 32266

By: Andrew Hyatt
Andrew Hyatt, City Manager
116 First Street
Neptune Beach, Florida 32266

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 22nd day of February, 2016, by Elaine Brown, Andrew Hyatt and Amanda Askew, the Mayor, the City Manager, and the Acting City Clerk, respectively, of the City of Neptune 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

Cheryl Back (Sign)
Cheryl Back (Print)

NOTARY PUBLIC
My Commission expires: 10/26/18
(NOTARIAL SEAL)

