

6494-56  
Amd 3

**AMENDMENT NUMBER THREE  
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 2017-2018**

**THIS AMENDMENT NUMBER THREE** to Interlocal Agreement is made and entered into as of this 31 day of Jan, <sup>2018</sup>~~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 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 NEPTUNE 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 \$87,064.00 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).

The maximum amount to be distributed by JACKSONVILLE as a result of this calculation to NEPTUNE BEACH for Fiscal Year 2017-2018 is EIGHTY-SEVEN THOUSAND SIXTY FOUR HUNDRED AND 00/100 DOLLARS (\$87,064.00)."

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 Three 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.]**

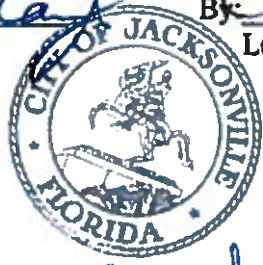
IN WITNESS WHEREOF, the City of Jacksonville, by and through its respective authorized representatives, has caused this Third Amendment to be executed on the day and year first above written.

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)

Sam Mousa for and on behalf of

2018 The foregoing instrument was acknowledged before me this 31 day of Jan, 2017, 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

NYL Dwyer-Fraze (Signature)  
\_\_\_\_\_  
(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 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: 6494-56  
Amend #3

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: Catherine Ponson  
Catherine Ponson, City Clerk  
116 First Street  
Neptune Beach, FL 32266

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

By: Andrew E. Hyatt  
Andrew E. 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 9th day of January, ~~2017~~ 2018, by Elaine Brown, Andrew E. Hyatt and Catherine Ponson, the Mayor, the City Manager, and the 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 L. Back (Sign)  
Cheryl L. Back (Print)  
NOTARY PUBLIC  
My Commission expires: 10-26-2018  
(NOTARIAL SEAL)

