

1 Introduced by the Council President at the request of the Mayor:  
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3 RESOLUTION 95-944-256  
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5 A RESOLUTION APPROVING THAT CERTAIN AMENDMENT  
6 TO INTERLOCAL AGREEMENT AND AUTHORIZING AND  
7 DIRECTING THE MAYOR AND CORPORATION SECRETARY  
8 TO ENTER INTO AND TO EXECUTE AN AMENDMENT TO  
9 THE INTERLOCAL AGREEMENT APPROVED BY  
10 RESOLUTION 81-1072-403 BETWEEN THE CITY OF  
11 JACKSONVILLE AND THE CITY OF ATLANTIC BEACH AS  
12 A SETTLEMENT FOR THE CITY OF ATLANTIC BEACH VS  
13 THE CITY OF JACKSONVILLE CASE; PROVIDING  
14 CERTAIN CONDITIONS; PROVIDING AN EFFECTIVE  
15 DATE.

16 WHEREAS, as a settlement of certain differences among the  
17 Cities of Atlantic Beach, Neptune Beach, Jacksonville Beach and the  
18 Town of Baldwin, the City of Jacksonville entered into an  
19 Interlocal Agreement pursuant to Resolution 81-1072-403; and

20 WHEREAS, the City of Atlantic Beach and the City of  
21 Jacksonville are currently in litigation concerning that agreement  
22 and other matters of disagreement between the parties; and

23 WHEREAS, the City of Atlantic Beach and the City of  
24 Jacksonville have had various negotiations and dialogue and have  
25 come to an amicable settlement of that lawsuit and are ready to  
26 enter into an Amendment to the Interlocal Agreement for that  
27 purpose; and

1           WHEREAS, the Council has considered the proposed Amendment to  
2 Interlocal Agreement and is of the opinion that it represents a  
3 fair and just settlement; now, therefore

4           Be It Resolved by the Council of the City of Jacksonville:

5           **Section 1.**       The Council hereby approves the attached  
6 Amendment to the original Interlocal Agreement approved by  
7 Resolution 81-1072-403 between the City of Jacksonville and the  
8 City of Atlantic Beach.   A copy of Resolution 81-1072-403 is  
9 attached hereto as Exhibit A for reference.   A copy of the  
10 Amendment to the Interlocal Agreement is attached hereto as Exhibit  
11 B and is by this reference made a part hereof.   The Council  
12 requests that the City of Atlantic Beach approve and execute the  
13 Amendment to the Interlocal Agreement as soon as its legislative  
14 process allows.

15           **Section 2.**       The Mayor and Corporation Secretary are hereby  
16 authorized and directed to enter into and to execute that certain  
17 aforereferenced Amendment to Interlocal Agreement (Attached Exhibit  
18 B), concurrently with the appropriate officials of City of Atlantic  
19 Beach, as soon as the Mayor has received satisfactory notification  
20 that its governing body has also approved the Amendment to the  
21 Interlocal Agreement.   This aforereferenced Amendment to Interlocal  
22 Agreement is intended to be a settlement of the City of Atlantic  
23 Beach vs. the City of Jacksonville court case.

1           **Section 3.**       This resolution shall become effective upon  
2 signature by the Mayor or upon becoming effective without the  
3 Mayor's signature.

4  
5 Form Approved:

6  
7 Phillip S. Gove

8 Senior Assistant General Counsel

9 PSC/lmt 8/28/95

10 atlantic.bch

1 Introduced by Councilman Harrell:  
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4 RESOLUTION 81-1072-403

5 A RESOLUTION CONCERNING THE SETTLEMENT OF DIF-  
6 FERENCES AMONG THE CITY AND THE CITIES OF JACKSON-  
7 VILLE BEACH, ATLANTIC BEACH AND NEPTUNE BEACH  
8 AND THE TOWN OF BALDWIN; APPROVING AN INTERLOCAL  
9 AGREEMENT EMBODYING THE SETTLEMENT AND AUTHO-  
10 RIZING EXECUTION THEREOF BY THE MAYOR AND COR-  
11 PORATION SECRETARY WHEN THE AGREEMENT HAS BEEN  
12 APPROVED BY THE GOVERNING BODIES OF THE OTHER  
13 MUNICIPALITIES; PROVIDING AN EFFECTIVE DATE.

14  
15 WHEREAS, the Council was requested by the Cities of Jacksonville Beach,  
16 Atlantic Beach and Neptune Beach and the Town of Baldwin to remit certain amounts  
17 to these municipalities; and

18 WHEREAS, the Council, in Resolutions 79-894-247, 79-895-248 and 79-1179-376,  
19 established a dialogue with these municipalities for the resolution of their differences  
20 with the City; and

21 WHEREAS, the parties to said dialogue have come to an amicable settlement and  
22 are ready to enter into an interlocal agreement for that purpose; and

23 WHEREAS, the Council has considered the proposed interlocal agreement and is  
24 of the opinion that it represents a fair and just settlement; now, therefore

25 BE IT RESOLVED by the Council of the City of Jacksonville:

26 Section 1. The Council hereby approves the interlocal agreement between the  
27 City and the Cities of Jacksonville Beach, Atlantic Beach and Neptune Beach and the  
28 Town of Baldwin. A copy of the interlocal agreement is attached hereto and by this  
29 reference made a part hereof. The Council requests that the governing bodies of

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Jacksonville Beach, Atlantic Beach, Neptune Beach and Baldwin approve the interlocal agreement as soon as their respective legislative processes allow.

Section 2. The Mayor and Corporation Secretary are authorized to execute the interlocal agreement, concurrently with the appropriate officials of Jacksonville Beach, Atlantic Beach, Neptune Beach and Baldwin, as soon as the Mayor has received satisfactory notification from those municipalities that their governing bodies have also approved the interlocal agreement.

Section 3. This resolution shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

Phillip S. Cope  
Assistant Counsel

\_\_\_\_\_  
General Counsel

INTER-LOCAL AGREEMENT

Whereas the parties hereto are City of Atlantic Beach, City of Neptune Beach, City of Jacksonville Beach, Town of Baldwin, hereinafter referred to as the "Cities" and City of Jacksonville; and

WHEREAS, the parties have entered into dialogue pursuant to respective resolutions in order to resolve differences as contemplated by Case No. 79-11883-CA, in the Circuit Court in and for Duval County, Florida; and

WHEREAS, the City of Jacksonville acting as Duval County has heretofore provided good and valuable services to the Cities; and

WHEREAS, the Cities are entitled to equitable adjustment in matters pertaining to services provided by the City of Jacksonville; and

WHEREAS, it is in the best interest of all the citizens of Jacksonville, Duval County, Florida, to implement said equitable adjustment:

NOW, THEREFORE, it is agreed:

(1) The City of Jacksonville will pay:

- (a) To City of Jacksonville Beach the sum of \$100,000.
- (b) To City of Atlantic Beach the sum of \$40,141.
- (c) To Neptune Beach the sum of \$35,224.
- (d) To the Town of Baldwin the sum of \$4,718.

Said sums shall be paid within 60 days from the date hereof.

(2-A) The Cities shall hereafter have the right and privilege of depositing their garbage and refuse in the City of Jacksonville's sanitary landfill operation free of any and all charges whatsoever.

(2-B) The City of Jacksonville will forgive sanitary landfill charges now in existence or owed to the City of Jacksonville, and to the extent sanitary landfill charges have been paid by the Cities then the Cities will individually receive a cash refund to the extent of such payment.

(3) The General Service District will assume responsibility for traffic engineering but this shall not include traffic signs within the municipal limits of the Cities.

(4) The General Service District will assume responsibility for operating and maintaining county roads in the Cities. This provision encompasses the following:

JACKSONVILLE BEACH

Old Ponte Vedra Boulevard (3rd Street South) - ALA to St. Johns County Line (0.645 Miles)

Penman Road - 20th Avenue North (Seagate Avenue) to Beach Boulevard (1.330 Miles)

Second Avenue North - 20th Street North to Intracoastal Waterway (0.478 Miles)

20th Street North - Beach Boulevard to Second Avenue North (0.142 Miles)

NEPTUNE BEACH

Florida Boulevard - Atlantic Boulevard to Penman Road (1.012 Miles)

Penman Road - Atlantic Boulevard to Seagate Avenue (20th Avenue North) - (1.162 Miles)

BALDWIN

Yellow Water Road - From the Baldwin town limits north to Beaver Street (0.508 Miles)

COUNTY WIDE

Traffic Engineering for the following State maintained roads: U.S. 90 in Jacksonville Beach (Beach Boulevard) and Baldwin, U.S. 301 in Baldwin, State Road ALA in Atlantic Beach, Jacksonville Beach and Neptune Beach, State Road 10 in Atlantic Beach.

PLUS COUNTY ROAD PROGRAM

Florida Boulevard - Penman Road to Atlantic Boulevard (1.0 Miles) - 4 Lane, Reconstruction

Estimated Cost                      \$2.1 Million

Penman Road - Beach Boulevard to Florida Boulevard (1.9 Miles) - 4 Lane, Reconstruction

Estimated Cost                      \$4.3 Million

(5) The millage levy for the General Service District shall be that imposed by the City Council each fiscal year. There presently exists an 18.8% differential between the General Service

District millage levy in the Cities (10.5219) and the General Service District millage levy for the remainder of the County (12.5067). When establishing millage rates in the future the differential shall never be less than the present 18.8%.

However, if at any time in the future additional county governmental services are provided by the City of Jacksonville to the Cities, and all parties agree not only that the said additional services are of "real and substantial benefit to property or residents within the Cities" but that the additional services will of necessity cause the existing 18.8% millage differential to change, then in those events, the parties may adjust the 18.8% millage differential.

(6) The parties fully recognize the power and responsibility of the City of Jacksonville to provide those governmental services that are normally provided by counties to municipalities and are normally considered to be county-public functions throughout the general services district including the territory included within the municipal boundaries of the Cities. The parties agree that those governmental services determined to be normal county-public functions are as follows:

Property Appraiser

Tax Collector

Supervisor of Elections

Courts

Hospitals

Port Authority

Transportation Authority

Libraries

Agriculture

Health (except for nuisance control and abatement)

Rescue

Animal Control

Human Resources

Sports Complex and Auditorium



Construction Trades Board  
Public Housing  
Jails and Prisons  
Sheriff (except police operations)  
County Road Construction and Maintenance  
Traffic Engineering on County Roads  
Recreation-Regional and Countywide Recreational  
Facilities Only  
Sanitary Landfill

(a) The services listed above are to be financed by the City of Jacksonville from the levy of county taxes throughout the General Service District including the land within the municipal boundaries of the Cities and from other revenues derived by the City of Jacksonville acting as a county government. Any tax levy is subject to the statutory and constitutional limitations placed upon county governments by the State of Florida.

(b) In the provision of the designated county services the City of Jacksonville shall not discriminate in any manner against those county citizens who reside in the municipal boundaries of the Cities. The residents of the Cities shall be charged no special fees or assessments in the use of county services and there will be no reduction of services to the residents of the Cities unless such reduction is made equitably on a countywide basis.

(c) Nothing in this Agreement shall be construed to limit the power or responsibility of any county officers whose power is conferred by State Statutes or the Florida Constitution.

(7) The parties agree that the Cities have full authority to provide normal municipal services even though these services may be provided to other portions of the General Service District by the City of Jacksonville. The Cities shall fund these services from any source available to municipal corporations as authorized by the Statutes and Constitution of the State of Florida.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, in Jacksonville, Duval County, Florida.

WITNESS:

CITY OF JACKSONVILLE BEACH

\_\_\_\_\_  
By Its Mayor

\_\_\_\_\_  
City Manager

CITY OF NEPTUNE BEACH

\_\_\_\_\_  
By Its:

\_\_\_\_\_

CITY OF ATLANTIC BEACH

\_\_\_\_\_  
By Its:

\_\_\_\_\_

TOWN OF BALDWIN

\_\_\_\_\_  
By Its:

\_\_\_\_\_

CITY OF JACKSONVILLE

\_\_\_\_\_  
By Its:

\_\_\_\_\_

RESOLUTION 81-1072-403

C E R T I F I C A T E O F A U T H E N T I C A T I O N

ADOPTED BY THE COUNCIL

February 9 , 19 82

*Joe Forshee*

JOE FORSHEE,  
COUNCIL PRESIDENT

ATTEST:

*Ronald R. Johnson*

RONALD R. JOHNSON  
SECRETARY TO THE COUNCIL

APPROVED February 12 , 19 82

*Jake M. Gobbold*

JAKE M. GOBBOLD, MAYOR

AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE AND ATLANTIC BEACH

The CITY OF JACKSONVILLE (Jacksonville) is a consolidated county and municipal government extending territorially throughout the geographic boundaries of Duval County, Florida.

The CITY OF ATLANTIC BEACH (Atlantic Beach) is a municipal government located within the area of the consolidated City of Jacksonville and Duval County.

Pursuant to the Charter of the City of Jacksonville, the relationship between Atlantic Beach and Jacksonville is that of a municipality to a county.

Since 1968, the first year of consolidation, various questions have arisen between Jacksonville and Atlantic Beach concerning the services that Jacksonville is providing to and that benefit the residents of Atlantic Beach. Corollary questions have also been raised as to the proper millage levy of ad valorem taxes for Jacksonville to impose on property situated within Atlantic Beach.

These questions resulted in the filing of a lawsuit in 1979 by Atlantic Beach, the City of Neptune Beach, the City of Jacksonville Beach and the Town of Baldwin against Jacksonville. In 1982, that lawsuit was settled by the parties entering into an inter-local agreement.

In 1993, the City of Atlantic Beach brought suit against Jacksonville alleging, among other things, that Jacksonville breached the inter-local agreement. In order to resolve the issues raised in that lawsuit and to further clarify the governmental relationship that exists between Jacksonville and Atlantic Beach, the parties agree as follows:

1. Tax Rate - For FY 1994-95 Jacksonville levied taxes of 11.3158 mills in the General Service District (GSD). In accordance with the terms of the 1982 Inter-local Agreement, taxes of 9.5251 mills were levied upon Atlantic Beach property owners for FY 94/95. This resulted in an actual millage difference of 1.7907 mills between GSD property owners and Atlantic Beach property. Beginning in FY 95-96, Jacksonville shall adopt a budget and shall set its GSD millage rate in the manner it has consistently followed since consolidation and which is prescribed by the Charter of the City of Jacksonville and the Jacksonville Ordinance Code. After setting the GSD millage rate for FY 95-96, the millage rate to be charged Atlantic Beach property owners shall be calculated by reducing that GSD rate by 2.2907 mills. For example, if Jacksonville shall set the GSD rate at 11.3158 mills for FY 95-96, then the rate to be levied upon Atlantic Beach property owners shall be 9.0251 mills. For FY 96-97, the Atlantic Beach rate shall be the established GSD rate less 2.7907 mills, for FY 97-98, the Atlantic Beach rate shall be the GSD rate set for that fiscal year less 3.0407 mills, for FY 98-99, the Atlantic Beach rate shall be the GSD rate set for that

fiscal year less 3.2907 mills. The same 3.2907 millage reduction shall also be used for each additional fiscal year for which this Agreement is in existence.

2. The respective Mayors, through their representatives, shall commence discussions during FY 95-96, and shall endeavor to complete within that year or as soon thereafter as possible to consolidate the 1982 Inter-local Agreement and this 1995 Settlement into a working document with a primary effort to design a framework for their long-term relationship. In the event the parties are unable to reach an agreement on a new Inter-Local Agreement, then the current Inter-Local Agreement of 1982, as modified by this Agreement, shall continue in effect.

3. Services - Jacksonville shall continue to provide Atlantic Beach the services required under the 1982 Inter-Local Agreement. As provided in that agreement, Jacksonville shall not discriminate against Atlantic Beach in the future provision of those county services provided to residents of the City of Jacksonville.

4. Landfill - Jacksonville shall continue to provide free landfill disposal of garbage and refuse to Atlantic Beach residential premises (4 units or less, as defined by Section 382.102(1), Jacksonville Ordinance Code (1991)) as outlined in paragraph (2-A) of the 1982 Inter-Local Agreement and to those

waste generators within Atlantic Beach whose garbage and/or refuse was collected by Atlantic Beach or its contract hauler during FY 94-95 so long as Atlantic Beach or its contract hauler continues collecting from those waste generators. All other solid waste generators (excluding residential premises as defined above) now or in the future located within Atlantic Beach shall be provided, upon payment of the appropriate disposal and/or processing rates (as prescribed in Section 380.303, *Jacksonville Ordinance Code*, as amended), access to the landfill for disposal of solid waste as allowed by federal, state and local laws, rules and regulations. All other solid waste generators (excluding residential premises as defined above) shall be defined as new entities (new buildings, new businesses or different ownership of existing businesses, whether for the same or different business operations). For example, if Joe's Body Shop was served by Atlantic Beaches contract hauler prior to this agreement and Joe's Body Shop was sold to a new owner then, notwithstanding neither a change in name nor a change in business operation, the new entity will pay the appropriate disposal and/or processing rates to the City of Jacksonville. Within 30 days of the date of this agreement, Atlantic Beach and Jacksonville agree to exchange information in order to agree upon the present waste generators who could be affected by this provision and further agree to provide a mechanism for the rates to be paid to Jacksonville. At anytime in the future, if Jacksonville imposes uniform solid waste processing and disposal fees against

residential premises, paragraph (2-A) of the 1982 Inter-Local Agreement shall be terminated. If said fees are imposed, Atlantic Beach premises shall pay the processing and disposal fees so long as Atlantic Beach premises elect to utilize processing and disposal services offered by Jacksonville. If Atlantic Beach chooses not to use Jacksonville's disposal and processing system, it shall suffer no penalty or fee for failure to use Jacksonville's system. In the event the fees are imposed and Atlantic Beach continues to provide residential collector service for its residents, then Atlantic Beach residents shall not pay, by ad valorem tax or otherwise, the cost of residential collection of garbage and/or refuse for residential premises outside of Atlantic Beach unless Atlantic Beach elects and Jacksonville agrees for Jacksonville to provide for residential collection of garbage and/or refuse within Atlantic Beach.

5. Lifeguards and Beach Maintenance - In past years, Atlantic Beach has provided lifeguards and beach maintenance services for the beach bordering the territory of Atlantic Beach. Prior to November 1, 1995, Jacksonville shall pay Atlantic Beach the sum of \$136,148 as reimbursement for 1/2 the cost of its lifeguard and beach maintenance expenses incurred for Fiscal Year 1993-94 and Fiscal Year 1994-95. Beginning Fiscal Year 1995-96 and continuing so long as this Agreement shall be in existence and subject to all conditions as provided below, Jacksonville shall pay



Atlantic Beach each year the total cost of its lifeguard and beach maintenance expense as follows: For Fiscal Year 1995-96, Jacksonville shall reimburse Atlantic Beach an amount equal to the current proposed budget of the City of Atlantic Beach for FY 1995-96 (\$110,635 for personnel and operating expenses, \$52,000 for capital outlay, and \$20,000 for beach maintenance, totaling \$182,635). This amount shall be disbursed to Atlantic Beach in equal quarterly payments beginning October 1, 1995. For Fiscal Year 1996-97 (and for each fiscal year that follows), Jacksonville shall reimburse Atlantic Beach for the total cost of its lifeguards and beach maintenance expenses subject to the following: (1) Atlantic Beach shall submit to Jacksonville by May 30 of each year, Atlantic Beach's request for lifeguard and beach maintenance funds to Jacksonville; (2) Jacksonville's obligation is limited to paying for costs reasonably necessary for providing those services; (3) in no fiscal year shall Jacksonville pay an amount which exceeds 3% over the amount paid the previous fiscal year for personnel, operating expenses and beach maintenance; (4) Jacksonville shall pay for capital outlay costs reasonably necessary for providing lifeguard services not to exceed \$9,000.00 per year; however, Atlantic Beach will be allowed to maintain a credit balance each year of any difference between the \$9,000.00 cap and the amount paid by Jacksonville to Atlantic Beach, which amount Atlantic Beach may apply in a future fiscal year toward capital outlay cost reasonably necessary for providing lifeguard

services; (5) by May 30 of each year, Atlantic Beach shall submit for audit to Jacksonville's Council Auditor the actual costs incurred by Atlantic Beach for providing lifeguards and beach maintenance in the previously completed fiscal year so that Jacksonville may reconcile the last completed fiscal year overpayments or underpayments to Atlantic Beach by adjusting future fiscal year payments; (6) disbursement of the funds shall be in the same manner as provided for Fiscal Year 1995-96.

6. CDBG Funds - Each year the federal government has disbursed Community Development Block Grants (CDBG) to the Jacksonville area. So long as that program shall continue, and so long as Jacksonville, Atlantic Beach, Neptune Beach, Jacksonville Beach, and Baldwin agree to jointly apply for CDBG funding, then, upon receipt of the CDBG funds, Jacksonville will disburse a portion of the funds to Atlantic Beach based upon the percentage of the population of Atlantic Beach in relation to the total Duval County population in the manner provided in paragraph 11. "Population Formula" of this Agreement. Atlantic Beach agrees to spend these CDBG funds in accordance with federal and state guidelines.

7. Cross Florida Barge Canal Funds - Pursuant to Chapter 76-167, Laws of Florida and the relevant sections of Chapter 253, Florida Statutes, the State of Florida is refunding to Jacksonville monies collected from property owners in Duval County to build the

Cross Florida Barge Canal. Upon receipt of those funds, Jacksonville will disburse a portion of the funds to Atlantic Beach based upon the percentage of the population of Atlantic Beach in relation to the total Duval County population in the manner provided in paragraph 11. "Population Formula" of this Agreement. Atlantic Beach must agree to be bound by the same limitations and restrictions placed upon Jacksonville by the State of Florida in the spending of these funds. Immediately upon receipt of additional funds from the State of Florida, Jacksonville will pay Atlantic Beach the sum of \$200,000 as it's pro rata share of past Cross Florida Barge Canal funds collected by Jacksonville, for use in accordance with the limitations and restrictions provided by the State of Florida for such funds or will make property purchases approved by Atlantic Beach in at least that amount.

8. Fire, Rescue and Police - During the life of this Agreement, Jacksonville shall continue to provide advanced life support emergency medical service by way of the Jacksonville Rescue Division's ambulances to the residents of Atlantic Beach. Atlantic Beach shall furnish first response emergency medical service and fire service to its residents by the Atlantic Beach Fire Department. The City of Jacksonville shall provide the City of Atlantic Beach by transfer of title a working fire truck in good repair and agrees to maintain said truck in good repair for a period of three (3) years from the date of delivery of said vehicle. The delivery date shall be no later than January 1, 1996.

a) In addition, Atlantic Beach agrees to provide fire suppression response service to the residents of Neptune Beach. The City of Jacksonville shall be responsible for paying Atlantic Beach \$150,000 for the Neptune Beach service beginning in Fiscal Year 1995-96, in equal quarterly payments commencing October 1, 1995. Each year thereafter, the City of Jacksonville will pay 103% of the previous year's amount for providing service to Neptune Beach.

b) In further consideration for the payment of the \$150,000.00 as provided above, the City of Atlantic Beach agrees to continue providing police patrol and response services to the northeastern corner of the City of Jacksonville adjacent to the City of Atlantic Beach at the same level of service provided during FY 1993-94 and 1994-95.

9. Sherry Drive - Jacksonville agrees to provide for the repairing and resurfacing of Sherry Drive in Atlantic Beach as follows: Subsequent to all utilities located within the right of way being verified and repaired and/or replaced by others, if necessary, to prevent disturbance of the pavement for at least five years, the City of Jacksonville shall provide for a one time repairing and resurfacing of the existing 24-foot wide asphalt bearing surface of SHERRY DRIVE, between ATLANTIC BOULEVARD and PLAZA STREET, approximately 3230 Linear Feet. Each of the parties will appoint a qualified engineer to determine the work required

The work shall be completed within twelve (12) months after Atlantic Beach completes the necessary infrastructure improvements.

10. Hopkins Creek Drainage - The parties agree that the drainage at Hopkins Creek under Florida Boulevard (located within the City of Neptune Beach) shall be reconstructed to facilitate necessary drainage flow, and Jacksonville and Atlantic Beach shall each appoint an engineer to work cooperatively in designing a reasonable construction acceptable to each engineer. The work shall be performed within twelve (12) months after the effective date of this Agreement. The City of Jacksonville shall bear the cost of design and construction only (which does not include the cost of Atlantic Beach's consulting engineer). The parties recognize that Jacksonville's ability to perform this work is subject to the cooperation of Neptune Beach, Atlantic Beach, and the ability to obtain the proper permitting from federal, state and local regulatory agencies. The parties further recognize that Jacksonville is not responsible for improving drainage within Atlantic Beach.

11. Population Formula - Where a provision in this Agreement requires that Jacksonville disburse or distribute funds or revenues to Atlantic Beach using a formula based upon the percentage of the population of Atlantic Beach in relation to the total Duval County population, the population figures to be used shall be the most recent population estimates for Duval County and the City of

Jacksonville, Jacksonville Beach, Atlantic Beach, Neptune Beach, and Baldwin published by the University of Florida Bureau of Economic and Business Research Population Program, Florida Estimates of Population. Notwithstanding the above, the population for Jacksonville shall include, at a minimum, the total population in Duval County less the population in Urban Services Districts 2 through 5. The parties agree that where a distribution is made to Atlantic Beach based upon its percentage population, Jacksonville has discretion as to the manner of spending the remaining funds or revenues and may spend the remaining funds or revenues completely outside of Atlantic Beach.

12. Annexation - Any future efforts by the City of Atlantic Beach to annex property situated in Jacksonville outside of Atlantic Beach must be discussed first with Jacksonville to determine any impacts upon Jacksonville's revenues and other provisions of this agreement. If the City of Atlantic Beach shall seek to annex property over the objection of the City of Jacksonville, then the millage reduction provisions of paragraph 1 of this agreement shall not be applicable to the annexed area unless Jacksonville shall consent to the annexation.

13. Inter-Local Agreement - The Inter-Local Agreement entered into by the parties on May 11, 1982, continues in effect, as

modified by the terms of this Agreement, until a new Inter-Local Agreement is entered into between the parties.

14. Lawsuit - Atlantic Beach and Jacksonville each agree to dismiss with prejudice the claims made by each other in Case No. 93-01190-CA, Division CV-E, in the Circuit Court of Duval County, Florida. This Agreement shall be submitted to the Court for its approval in connection with the resolution of this case and the Court shall retain jurisdiction for the purpose of enforcing the provisions of said Agreement. Each party shall pay its own respective fees and costs associated with this lawsuit.

Dated September \_\_\_\_\_, 1995.

CITY OF JACKSONVILLE

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
John Delaney, Mayor

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Corporate Secretary

CITY OF ATLANTIC BEACH

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Lyman T. Fletcher, Mayor

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_  
Corporate Secretary

RESOLUTION 95-944-256

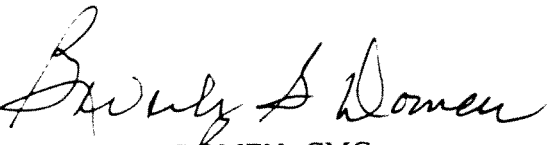
CERTIFICATE OF AUTHENTICATION

ADOPTED BY THE COUNCIL

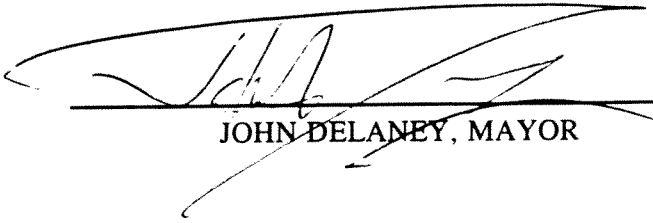
September 19, 1995

  
\_\_\_\_\_  
DICK KRAVITZ  
COUNCIL PRESIDENT

ATTEST:

  
BEVERLY S. DOMEN, CMC  
SECRETARY TO THE COUNCIL

APPROVED: SEP 28 1995

  
\_\_\_\_\_  
JOHN DELANEY, MAYOR

