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4 Introduced by Council Member Brown:

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RESOLUTION 97-1143-A

A RESOLUTION APPROVING THAT CERTAIN AMENDMENT TO INTERLOCAL AGREEMENT AND AUTHORIZING AND DIRECTING THE MAYOR AND CORPORATION SECRETARY TO ENTER INTO AND TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT APPROVED BY RESOLUTION 81-1072-403 BETWEEN THE CITY OF JACKSONVILLE AND THE CITY OF NEPTUNE BEACH; PROVIDING CERTAIN CONDITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a settlement of certain differences among the Cities of Atlantic Beach, Neptune Beach, Jacksonville Beach and the Town of Baldwin, the City of Jacksonville entered into an Interlocal Agreement pursuant to Resolution 81-1072-403 (1982 Agreement), a copy of which is attached hereto as Exhibit "A" for reference; and,

WHEREAS, the City of Atlantic Beach brought suit against the City of Jacksonville concerning that 1982 Agreement and other matters of disagreement between the parties; and,

WHEREAS, the City of Atlantic Beach and the City of Jacksonville came to an amicable settlement of that lawsuit and

1 entered into an Amendment to the 1982 Agreement for that purpose;
2 and,

3 WHEREAS, the Amendment to the 1982 Agreement between the City
4 of Atlantic Beach and the City of Jacksonville did not amend the
5 1982 Agreement as between the City of Jacksonville and the City of
6 Neptune Beach; and

7 WHEREAS, the Council has considered the proposed Amendment to
8 the 1982 Agreement and is of the opinion that it represents a fair
9 relationship between the City of Jacksonville and the city of
10 Neptune Beach; now, therefore,

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

12 **Section 1.** The Council hereby approves the proposed
13 Amendment to the 1982 Agreement between the City of Jacksonville
14 and the City of Neptune Beach. A copy of the proposed Amendment to
15 the 1982 Agreement is attached hereto as Exhibit "B" and is by this
16 reference made a part hereof.

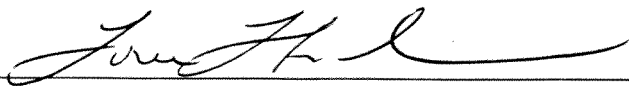
17 **Section 2.** The Mayor and Corporation Secretary are hereby
18 authorized and directed to enter into and to execute that certain
19 aforereferenced Amendment to the 1982 Agreement (Exhibit "B"),
20 concurrently with the appropriate officials of the City of Neptune
21 Beach.

22 **Section 3.** This Resolution shall become effective upon
23 signature by the Mayor or upon becoming effective without the
24 Mayor's signature.
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Form Approved:

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Assistant General Counsel

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12-3-97\G:\SHARED\LEGIS.CC\NEPTNBCH.RES

AMENDED 2/9/82

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

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

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

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

10
11 Form Approved:

12 Phillip D. Cape
13 Assistant Counsel

14 _____
15 General Counsel

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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 18.81 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 , 1982

Joe Forshee

JOE FORSHEE,
COUNCIL PRESIDENT

ATTEST:

Ronald R. Johnson
RONALD R. JOHNSON
SECRETARY TO THE COUNCIL

APPROVED February 12 , 1982

Jake M. Gobbold
JAKE M. GOBBOLD, MAYOR

**INTER-LOCAL AGREEMENT BETWEEN
THE CITY OF JACKSONVILLE AND
THE CITY OF NEPTUNE BEACH
(AMENDMENT TO 1982 INTER-LOCAL AGREEMENT BETWEEN
THE CITIES OF JACKSONVILLE, JACKSONVILLE BEACH,
ATLANTIC BEACH, NEPTUNE BEACH AND TOWN OF BALDWIN)**

In consideration of the mutual covenants expressed herein, and for other good and valuable consideration, the sufficiency of which is acknowledged herein, the CITY OF JACKSONVILLE (Jacksonville) and the CITY OF NEPTUNE BEACH (Neptune Beach) do hereby agree as follows:

A. Jacksonville is a consolidated county and municipal government extending territorially throughout the geographic boundaries of Duval County, Florida.

B. Neptune Beach is a municipal government located within the area of the consolidated City of Jacksonville and Duval County.

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

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

E. The aforementioned questions resulted in the filing of a lawsuit in 1979 by the Cities of Atlantic Beach, Neptune Beach, Jacksonville Beach and the Town of Baldwin against Jacksonville.

That lawsuit was settled by the parties entering into an Inter-Local Agreement on May 11, 1982 (1982 Agreement).

F. The parties agree that assessing and defining the "dual taxation" consequences in the 1982 litigation was extremely difficult and though the parties agreed that relief was necessary, a precise method of calculation and measurement of the relief was impossible. The parties, therefore, compromised their respective positions and mutually agreed on a millage rate differential and other relief in settlement of the dispute.

G. In 1993, the City of Atlantic Beach brought suit against Jacksonville alleging, among other things, that Jacksonville breached the 1982 Agreement. In order to resolve the issues raised in that lawsuit and to further clarify the governmental relationship that exists between Jacksonville and the City of Atlantic Beach, Jacksonville and the City of Atlantic Beach entered into a Settlement Agreement which amended the 1982 Agreement as between Jacksonville and Atlantic Beach; however, it did not amend the 1982 Agreement as between Jacksonville and Neptune Beach.

H. In furtherance of the spirit of the 1982 Agreement, the Atlantic Beach settlement, and the circumstances that now exist, and to avoid additional litigation, the parties agree to amend the 1982 Agreement by way of this agreement (which shall be referred to as the "1997 Amendment") between Jacksonville and Neptune Beach as follows:

1. Millage Rate Reduction

(a) The parties acknowledge that the 1982 Agreement requires

a set 18.8% millage differential between the millage rate for the General Fund, General Services District (GSD), and the GSD millage rate for the Urban Services Districts (USD) 2 through 5, one of which, USD4, is Neptune Beach (hereinafter the "Neptune Beach millage rate"). The parties further acknowledge that the consolidated government has the authority to levy different millage rates in each of the USDs 2 through 5. For Fiscal Year (FY) 1994/95, Jacksonville set a GSD millage rate of 11.3158 mills. For FY 1994/95, Jacksonville calculated a millage rate of 9.5251 mills upon property situated within Neptune Beach resulting in a millage differential of 1.7907 mills, which represents the 18.8% millage differential required by the 1982 Agreement.

(b) For future fiscal years, Jacksonville shall continue to adopt a budget and shall continue to set its GSD millage rate in the manner which it has consistently followed since consolidation. Jacksonville shall calculate the Neptune Beach millage rate to be levied in USD4 each fiscal year through FY 1998/99 by first setting the GSD millage rate for that fiscal year and then reducing the GSD millage rate by the amount of the millage rate reduction provided in the following schedule:

<u>Fiscal Year</u>	<u>Neptune Beach Millage Rate Reduction</u>
1995/96	2.2907
1996/97	2.7907
1997/98	3.0407
1998/99	3.2907

For FY 1999/2000, and for each fiscal year thereafter, so long

as this 1997 Amendment is in effect, Jacksonville shall continue to calculate the Neptune Beach millage rate by first setting the GSD millage rate for that fiscal year and then reducing the GSD millage rate by 3.2907 mills.

2. Services - Jacksonville shall continue to provide to Neptune Beach the services required under the 1982 Agreement. Neptune Beach acknowledges that, due to the very nature of and purpose of taxation, that Jacksonville cannot provide identical services to each and every resident or property owner of the GSD.

3. Landfill - At anytime in the future, if Jacksonville imposes uniform solid waste processing and disposal fees against residential premises, (4 units or less, as defined by Section 382.102(1), *Jacksonville Ordinance Code*(1991)), then paragraph (2-A) of the 1982 Agreement shall be terminated, and Jacksonville shall no longer provide Neptune Beach with free landfill disposal.

4. Lifeguards and Beach Cleanup - In past years, Neptune Beach has provided lifeguards and beach cleanup services for the beach located within the municipal boundaries of Neptune Beach, and only in recent years, Jacksonville has paid Neptune Beach for approximately one half of those costs.

 Jacksonville shall pay Neptune Beach the sum of \$51,260.00, which represents Jacksonville's payment in full to Neptune Beach for lifeguards and beach cleanup services for FY 1995/96 and FY 1996/97.

 For FY 1997/98, Jacksonville shall pay Neptune Beach the lesser of either \$129,941 or Neptune Beach's FY 1997/98 budgeted

amount for personnel and operating expenses for lifeguards and cleanup of trash and litter on the beach.

For FY 1998/99, and for each fiscal year thereafter, Jacksonville shall pay equal quarterly payments to Neptune Beach for the cost of its lifeguards and beach cleanup expenses subject to the following:

(a) By April 1, 1998, and by April 1 of each year thereafter, Neptune Beach shall submit to Jacksonville Finance and Administration Department its proposed budgeted costs for lifeguards and beach cleanup for the upcoming fiscal year.

(b) Jacksonville's obligation to pay for lifeguards and beach cleanup is limited to costs reasonably necessary for providing personnel and operating expenses and excludes capital outlay costs.

(c) In any fiscal year, Jacksonville's obligation to pay for lifeguards and beach cleanup is limited to the lesser amount of either: (1) Neptune Beach's proposed budget for lifeguards and beach cleanup expenses for the current fiscal year; (2) 3% over Neptune Beach's actual costs for lifeguards and beach cleanup expenses the previous fiscal year; or (3) 3% over Jacksonville's obligation to Neptune Beach the previous fiscal year.

(d) By March 1, 1999, and by March 1 of each year thereafter, Neptune Beach shall submit for audit to Jacksonville's Council Auditor the actual costs incurred by Neptune Beach for providing lifeguards and beach cleanup in the previously completed fiscal year. In any fiscal year where the amount Jacksonville has paid to Neptune Beach exceeds Jacksonville's obligation, Jacksonville may

recover such overpayment by adjusting future payments, except that with written consent of Jacksonville's Mayor, or his designee, Neptune Beach may retain such overpayment to apply toward capital outlay costs reasonably necessary for providing lifeguard services.

5. 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, Jacksonville Beach, Neptune Beach, Atlantic 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 Neptune Beach subject to the following:

(a) Neptune Beach shall request CDBG funds and shall spend CDBG funds in accordance with federal, state and local guidelines.

(b) Jacksonville will disburse CDBG funds to Neptune Beach up to an annual maximum amount that is based upon a percentage of population as provided in paragraph 7, "Population Formula," of this 1997 Amendment.

6. 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 has authorized a refund to Jacksonville of ad valorem tax dollars collected from property within Duval County to build the Cross Florida Barge Canal. If, in the future, there is a refund, then, upon receipt of the refund, Jacksonville will disburse a portion of the refund to Neptune Beach subject to the following:

(a) Neptune Beach shall be bound by all limitations and

restrictions placed upon Jacksonville by the State of Florida in the spending of any Barge Canal refund.

(b) Jacksonville will disburse a portion of the refund to Neptune Beach based upon a percentage of population as provided in paragraph 7, "Population Formula," of this 1997 Amendment.

In addition, Jacksonville will pay Neptune Beach the sum of \$103,330.00, which represents Jacksonville's payment in full to Neptune Beach for Neptune Beach's pro rata share of Cross Florida Barge Canal refund monies received by Jacksonville from the State of Florida in previous years.

7. Population Formula - Where a provision in this 1997 Amendment requires that Jacksonville disburse funds to Neptune Beach using a formula based upon a percentage of population, it shall be the percentage of the Neptune Beach population in relation to the total Duval County population. In order to calculate the percentage of population, Jacksonville shall use the most recent population estimates for Duval County and the Cities of Jacksonville, Jacksonville Beach, Atlantic Beach, Neptune Beach, and the Town of 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 Neptune 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 Neptune Beach, meaning that Jacksonville may spend the remaining funds in a manner that does not provide a real and substantial benefit to the property or residents situated within Neptune Beach. The parties further recognize that the decision to use a population formula for distribution of revenues has no relation to any type of taxation analysis, including, but not limited to, dual taxation.

8. Penman Road and Florida Boulevard - Beginning in FY 1997/98, Neptune Beach shall assume responsibility for the operations and maintenance of the rights-of-way of the section of Penman Road from Atlantic Boulevard to Seagate, and the section of Florida Boulevard from Atlantic Boulevard to Penman Road, except for those portions of the rights-of-way over which Jacksonville will retain responsibility as outlined below. Neptune Beach's responsibilities shall include the following: mowing, weed control, trash removal, unpaved shoulder repair, maintenance of the surface drainage ditches, and maintenance of existing sidewalks, fencing, and landscaping. Neptune Beach shall have the authority to install additional landscaping, sidewalks, and fencing, at its own expense, without prior approval from Jacksonville.

 Jacksonville will continue to be responsible for the operations and maintenance of the paved roadway, including road resurfacing, pothole repair, paved shoulder repair, maintenance of

any subsurface road drainage system, and maintenance of traffic signals and signage.

For Neptune Beach's assuming the maintenance of Penman Road and Florida Boulevard rights-of way, Jacksonville shall pay Neptune Beach \$20,000.00 annually, in equal quarterly payments. Jacksonville will pay the first two quarterly payments for FY 1997/98 within a reasonable time after execution of this 1997 Amendment. For FY 1998/99, the \$20,000.00 payment shall be increased by 3% and for each fiscal year thereafter, Jacksonville shall pay to Neptune Beach the amount Jacksonville paid to Neptune Beach the previous fiscal year, increased by 3%. This 1997 Amendment resolves all outstanding issues from the 1982 Agreement relating to Penman Road and Florida Boulevard.

9. Annexation - Any future efforts by the City of Neptune Beach to annex property situated in Jacksonville outside of Neptune Beach must be discussed first with Jacksonville to determine any impacts upon Jacksonville's revenues and other provisions of the 1982 Agreement and this 1997 Amendment. If the City of Neptune 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.

10. Inter-Local Agreement - The 1982 Agreement continues, as modified by the terms of this 1997 Amendment.

11. Resolution of Issues - The parties agree that this 1997 Amendment shall resolve and satisfy any and all past and present issues, controversies, claims or causes of action which Neptune

Beach may have or has relating to the 1982 Agreement, including, but not limited to, dual taxation.

DATED this 10th day of FEBRUARY, 1998.

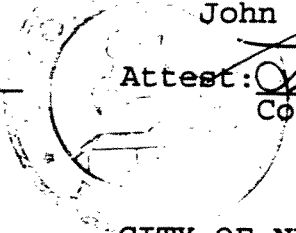
Richard A. Brown
Witness

Edward S. Jones
Witness

CITY OF JACKSONVILLE

BY: [Signature]
John Delaney, Mayor

ATTEST: [Signature]
Corporate Secretary



Edward S. Jones
Witness

Richard A. Brown
Witness

CITY OF NEPTUNE BEACH

BY: [Signature]
George Vaughn, Mayor

ATTEST: [Signature]
Corporate Secretary



RESOLUTION 97- 54

A RESOLUTION APPROVING THAT CERTAIN AMENDMENTS TO INTERLOCAL AGREEMENT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AND TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT APPROVED BY RESOLUTION 81-1072-403 BETWEEN THE CITY OF JACKSONVILLE AND THE CITY OF NEPTUNE BEACH; PROVIDING CERTAIN CONDITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a settlement of certain differences among the Cities of Atlantic Beach, Neptune Beach, Jacksonville Beach and the Town of Baldwin, the City of Jacksonville entered into an Interlocal Agreement pursuant to Resolution 81-1072-403 (1982 Agreement), a copy of which is attached hereto as Exhibit "A" for reference; and

WHEREAS, the City of Atlantic Beach brought suit against the City of Jacksonville concerning that 1982 Agreement and other matters of disagreement between the parties; and

WHEREAS, the City of Atlantic Beach and the City of Jacksonville came to an amicable settlement of that lawsuit and entered into an Amendment to the 1982 Agreement for that purpose; and

WHEREAS, the Amendment to the 1982 Agreement between the City of Atlantic Beach and the City of Jacksonville did not amend the 1982 Agreement as between the City of Jacksonville and the City of Neptune Beach; and

WHEREAS, the Council has considered the proposed Amendment to the 1982 Agreement and is of the opinion that it represents a fair relationship between the City of Jacksonville and the City of Neptune Beach; now therefore

BE IT RESOLVED by the Council of the City of Neptune Beach:

Section 1. The Council hereby approves the proposed Amendment to the 1982 Agreement between the City of Jacksonville and the City of Neptune

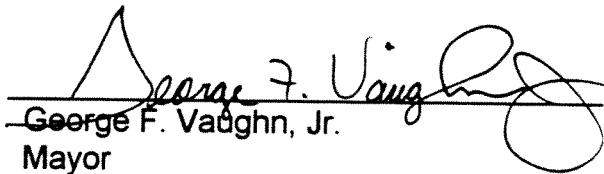
ATTACHMENT TO EXHIBIT B

Beach. A copy of the proposed Amendment to the 1982 Agreement is attached hereto as Exhibit "B" and is by this reference made a part hereof. The Neptune Beach City Council requests that the City of Jacksonville approve and execute the proposed Amendment to the 1982 Agreement as soon as its legislative process allows.

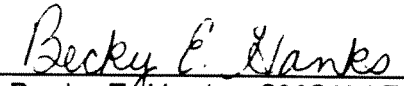
Section 2. The Mayor is hereby authorized and directed to enter into and to execute that certain aforereferenced Amendment to the 1982 Agreement (Exhibit "B"), concurrently with the appropriate officials of the City of Jacksonville, upon the Mayor's having received satisfactory notification that the City of Jacksonville's governing body has also approved the proposed Amendment to the 1982 Agreement.

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

This Resolution adopted by the City Council of Neptune Beach, Florida, at the Regular Council Meeting held December 1, 1997.


George F. Vaughn, Jr.
Mayor

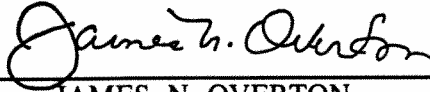
ATTEST:


Becky E. Hanks, CMC/AE
City Clerk

RESOLUTION 97-1143- A

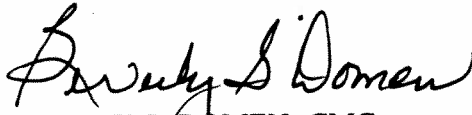
CERTIFICATE OF AUTHENTICATION
ADOPTED BY THE COUNCIL

JANUARY 27, 1998



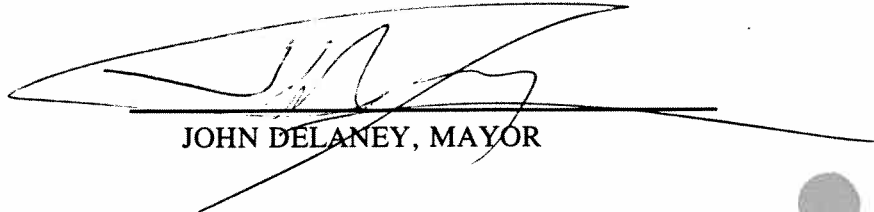
JAMES N. OVERTON
COUNCIL PRESIDENT

ATTEST:



BEVERLY S. DOMEN, CMC
COUNCIL SECRETARY

APPROVED: 2/10/98



JOHN DELANEY, MAYOR

