

ORIGINAL 1982
INTERLOCAL AGREEMENT

AMENDED 2/9/82

1 Introduced by Councilman Harrell:
2
3

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 J. Cope
13 Assistant Counsel

14
15 _____
16 General Counsel

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. Godbold
JAKE M. GOBBOLD, MAYOR

RECEIVED

FEB 22 1982

STREETS & HIGHWAYS DIV

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 \$100,000.00.

(b) To City of Atlantic Beach the sum of \$40,141.00.

(c) To City of Neptune Beach the sum of \$35,224.00.

(d) To Town of Baldwin the sum of \$4,718.00.
Said sums shall be paid within sixty (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 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 Intra-
coastal 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) - (1.182 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 1A 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 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 County-Wide
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 county-wide 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 Statute 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 11th day of May, 1982, in Jacksonville, Duval County, Florida.

WITNESSES:

Tom W Blunk

Melinda M Bradsha

CITY OF JACKSONVILLE BEACH

BY: Robert W. Steel 4/18/82
Its Mayor

Wayne Bowers
City Manager

Attest: H. Leonardson City Clerk

CITY OF NEPTUNE BEACH

Tom W Blunk

Melinda M Bradsha

BY: Ish W. Brant 4/16/82
Ish W. Brant, Mayor

Attest: Dorinda L. Williams
City Clerk

Tom W Blunk

Melinda M Bradsha

(SEAL)
CITY OF ATLANTIC BEACH

By Its: Mr. [Signature] 4-16-82

Attest: Adelaide R. Tucker
City Clerk

TOWN OF BALDWIN

Leit Malaga

Pat H. [Signature]

By Its: Mayor

William M. Hill

TOWN CLERK

May 11, 1982

Ant Wilson
Louis C. Floyd

^{Dick}
CITY OF JACKSONVILLE

John H. Lulline
By its: Mayor

Signed April 13, 1982

Attest:

A. Gene Woodward
Corporation Secretary

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unappropriated balance in the appropriation sufficient to cover the foregoing contract and provision has been made for the payment of the moneys provided therein to be paid.

Director of Finance