

5629-58
Amd 1

**Amendment Number One to:
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF ATLANTIC BEACH, FLORIDA
FOR
9-1-1 User Fee Distribution in Fiscal Year 2015-2016**

THIS AMENDMENT ONE TO INTERLOCAL AGREEMENT is made and entered into as of this 2 day of Feb, 2016 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 ATLANTIC BEACH, FLORIDA**, a municipal corporation, within the General Services District (hereinafter referred to as "ATLANTIC 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 have made and entered into an Interlocal Agreement, City Contract #5629-58 (hereinafter referred to as the "Agreement" for the Project; and

WHEREAS, said Agreement will be in effect until September 30, 2019, 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 ATLANTIC BEACH will receive its pro rata share to be used for lawful purposes; and

WHEREAS, said Agreement should be amended, for Fiscal Year 2015-2016 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, by this reference, are incorporated herein and are made a part hereof.

2. Section 2, of said Agreement is amended, in part, by providing for a Fiscal Year 2015-2016 distribution of \$51,525.00 to ATLANTIC BEACH and, as amended, shall read as follows:

2.1 ATLANTIC BEACH shall receive a distribution proportion (hereinafter referred to as the "Distribution") of the 9-1-1 User Fee calculated by taking the total call taker salary and benefits from ATLANTIC BEACH, multiplying that amount by the call taker percentage (percentage of employees that handle calls instead of dispatching calls, if not available, the Jacksonville Sheriff's Office percentage will be utilized), and

multiplying that amount by the five year weighted average of 9-1-1 calls (if calls are not segregated by emergency/non-emergency, then the Jacksonville Sheriff's Office average will be utilized).

2.2 If the available net revenues (total 9-1-1 revenue less 9-1-1 administration salaries & benefits and operating expenses) are greater than or equal to the total calculated Distributions of the five Public-Safety Answering Points (Jacksonville Sheriff's Office, City of Jacksonville Fire Department, City of Atlantic Beach, City of Jacksonville Beach, and City of Neptune Beach) then the entire Distribution will be available to ATLANTIC BEACH. If the available net revenues are less than the total calculated Distributions of the five Public Safety Answering Points (hereinafter referred to as "PSAPS"), then ATLANTIC BEACH will receive its pro-rated share based on the percentage of its Distribution to the total calculated Distribution of the five PSAPS.

2.3 The maximum amount to be distributed by JACKSONVILLE as a result of this calculation for ATLANTIC BEACH for Fiscal Year 2015-2016 is "FIFTY-ONE THOUSAND, FIVE HUNDRED TWENTY-FIVE and 00/00 DOLLARS (\$51,525.00)"

3. Section 6, in said Agreement, is amended, in part to revise dates to reflect the Fiscal Year 2015-2016 and, as amended, shall read as follows:

"6. The salary period covered by Amendment Number One to Agreement shall commence retroactively to October 1, 2015, which is the beginning of Fiscal Year 2015-2016 This Agreement shall become effective on the date it is recorded in the Official Records of Duval County, and shall remain effective through September 30, 2016."

4. JACKSONVILLE will record this Amendment Number One 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 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 Agreement to be executed on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: James R. McCain
James R. McCain
Corporation Secretary



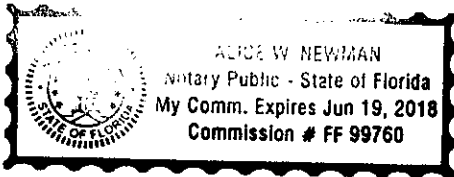
By: Lenny Curry
Lenny Curry, Mayor
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

STATE OF FLORIDA)
)ss.
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of January, 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: 5629-58

Form Approved:

James R. McCain
Office of General Counsel

IN WITNESS WHEREOF, the City of Atlantic 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 ATLANTIC BEACH

By: Donna L. Bartle
 Donna L. Bartle, City Clerk
 800 Seminole Road
 Atlantic Beach, FL 32233

By: Mitchell E. Reeves
 Mitchell E. Reeves, Mayor
 800 Seminole Road
 Atlantic Beach, FL 32233

By: Nelson Van Liere
 Nelson Van Liere, City Manager
 800 Seminole Road
 Atlantic Beach, Florida 32233

STATE OF FLORIDA)
)ss.
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14 day of January, 2016, by Mitchell E. Reeves, Nelson Van Liere, and Donna L. Bartle, the Mayor, the City Manager and the City Clerk, respectively, of the City of Atlantic 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

Nancy E. Bailey (Sign)
 _____ (Print)

NOTARY PUBLIC
 My Commission expires: _____
 (NOTARIAL SEAL)

