

Prepared by and Return to:
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**AMENDMENT NUMBER THREE
TO
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA
AND
THE CITY OF NEPTUNE BEACH, FLORIDA**

THIS AMENDMENT NUMBER THREE TO INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of this ____ day of _____, 2008, 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, with in 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 365.171, Florida Statutes, as authorized to be imposed by the governing body of Duval County (hereinafter referred to as the "Project"). The parties to this Agreement are:

WITNESSETH:

WHEREAS, pursuant to City of Jacksonville Resolution 2004-1315-A, the parties have previously made and entered into an interlocal agreement with respect to the Project (City of

Jacksonville Contract # 6494-37), with a term commencing October 1, 2004 and ending September 30, 2009 (hereinafter referred to as the "Agreement"); and
; and

WHEREAS, the Council of JACKSONVILLE acting as the governing body of Duval County, Florida has maintained the 9-1-1 User Fee at \$.44 per month for the Fiscal Year 2008-2009 and 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 purpose; and

WHEREAS, said Agreement has been amended two (2) times previously by creating individual agreements with each Beach City; by inserting references to the new fiscal year and by providing an updated fiscal distribution for NEPTUNE BEACH; and

WHEREAS, said Agreement should be further amended by inserting references to Fiscal year 2008-2009; and by providing for a Fiscal Year 2008-2009 distribution to NEPTUNE BEACH, in an amount not-to-exceed \$122,772.00; 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 as follows:

1. The above stated recitals are 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 to provide for a 2008-2009 fiscal year distribution to NEPTUNE BEACH, in the amount not-to-exceed \$122,772.00 and, as amended, shall read as follows:

"2. NEPTUNE BEACH shall receive a distribution proportion of the 9-1-1 User Fee calculated by taking the total Call-Takers actual salary expenditures from NEPTUNE BEACH, multiplying that amount by 30% (based on call volume data provided by each PSAP agency) and adding 30% for benefits and training. The Sheriff's Office may also include other factors such as changes in the 9-1-1 call volume data, percentage and inflationary increases, and the impact of wireless calls on each agency to determine the distribution amount. The maximum amount to be distributed, by JACKSONVILLE, as a result of this calculation for NEPTUNE BEACH for Fiscal Year 2008-2009 is ONE HUNDRED TWENTY-TWO THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 00/100 DOLLARS (\$122,772.00)."

3. Section 6, of said Agreement is amended, in part by providing for a retroactive effective date for this Amendment commencing October 1, 2008 and, as amended, shall read as follows:

“6. The salary period covered by this agreement shall be retro-active to October 1, 2008, or the beginning of Fiscal Year 2008-2009. This Agreement shall be in effect from the date it is recorded in the Official Records of Duval County, until September 30, 2009.”

SAVE AND EXCEPT, as expressly amended, 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.]

