

**INTERLOCAL AGREEMENT BETWEEN THE
JACKSONVILLE AIRPORT AUTHORITY AND THE
CITY OF JACKSONVILLE, FLORIDA FOR
AIR RESCUE FIRE FIGHTING SERVICES**

This Interlocal Agreement ("Agreement") is made and entered into this 26th day of October, 2001 ("Effective Date") by and between the JACKSONVILLE AIRPORT AUTHORITY ("JAA") a body corporate and politic and a political subdivision of the State of Florida and the CITY OF JACKSONVILLE, a consolidated county and municipal government extending territorially through the geographic boundaries of Duval County, Florida ("CITY").

WITNESSETH:

WHEREAS, the JAA currently provides first response emergency air rescue fire fighting and medical rescue services (collectively the "Services") required in connection with its operation of the Jacksonville International Airport ("JIA"); and

WHEREAS, the CITY currently provides such Services required in connection with JAA's operation; and

WHEREAS, in the past, JAA has assisted the CITY with fire and rescue missions taking place in close proximity to JIA; and

WHEREAS, the CITY has assisted JAA with fire and rescue missions taking place at JIA; and

WHEREAS, the parties hereto recognize that both would benefit from centralized communication and coordination relative to the delivery of the Services at both JIA; and

WHEREAS, both the CITY and JAA desire to provide the most efficient means for the delivery of the Services to the users and tenants at JIA as well as to those citizens residing near the airports; and

WHEREAS, by assuming the total responsibility for providing the Services at both JIA, the CITY would enhance its first response capability and provide back-up resources for its other facilities located nearby that also provide first response fire and medical emergency operations, and

WHEREAS, the parties hereto have determined it to be in the best interests of both if the CITY now provide the Services previously provided by JAA at JIA in the manner and under terms and conditions specified herein; and

WHEREAS, the parties hereto intend that this Agreement provide a cost effective and efficient means of delivering the Services to JIA.

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

Section 1. Incorporation of Recitals.

The above stated recitals are true and correct and, by this reference, are incorporated within and made a part of this Agreement.

Section 2. Description of the Premises.

The Premises as contemplated by this Agreement are located at JIA and consist of the Fire Facility and the Ground Space as shown and described on Exhibit A to this Agreement.

Section 3. Term / Holding Over.

3.0 The term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years and be automatically renewed for another five (5) year term in perpetuity unless either party is given six (6) months written notice prior to the renewal period that it does not desire to renew the Agreement unless this Agreement is sooner terminated by either party for reason of default in accordance with Section 14 or Section 15. The Term of this Agreement shall also include any period of time contained within any holdover period of this Agreement.

3.1 In the event the CITY continues to use or occupy the Premises after the expiration of this Agreement, such continuation shall not be deemed to operate as a renewal of this Agreement but shall be deemed to be only a tenancy at sufferance continuing under the same provisions and conditions of this Agreement. In such case, the JAA may terminate this Agreement upon thirty (30) days written notice to the CITY. At all times prior to the date of termination of a tenancy at sufferance, the CITY's occupation of the Premises and its operation thereon shall be governed by the provisions of this Agreement. JAA will continue to pay the fees in accordance with Section 7.

Section 4. Use of Premises and Equipment.

Throughout the entire term of this Agreement, the CITY shall have exclusive use and occupancy of Premises together with the exclusive use of the Fire Equipment and Apparatus ("Equipment") owned by the JAA as described in Exhibit B.

Section 5. Responsibilities of the JAA:

5.0 JAA will provide the Premises for the CITY's use and occupancy throughout the entire Term of this Agreement at no rental cost to the CITY. The CITY shall

make no alterations to the Fire Facilities or improvements to the Premises unless such alterations or improvements have received the prior written approval of the JAA, which approval shall not be unreasonably withheld. The cost of approved alterations or improvements shall be paid solely by the CITY.

- 5.1 JAA will provide all personal property including office equipment, appliances and furnishings (the "Personal Property") currently in use at the Premises to the CITY for its use there. The Personal Property is to be used by the CITY only at JIA. The ownership of the Personal Property shall be retained by JAA. Any new personal property required by the CITY for its use at JIA will be procured by the CITY at its sole expense except for the following items at JIA, washer/dryer, stove and refrigerator. A list of said existing personal property is attached hereto as Exhibit E. At any time existing personal property listed in Exhibit E is not desired by the CITY the personal property is to be returned to JAA for its use or disposal. Ownership of personal property paid for by the CITY shall be retained by the CITY.
- 5.2 During the Term of this Agreement the JAA shall perform both structural and routine maintenance on the Premises at its own expense. The JAA shall keep the Premises and any improvements made by the JAA located thereon in a good and clean state of repair and preservation, making all necessary and proper replacements and repairs as JAA deems necessary.

The JAA's responsibility with regard to routine maintenance of the Premises shall be as follows:

- A. Utilities. The JAA will be responsible for paying the cost of certain utility and other services provided it in connection with the Premises which are limited to, water and wastewater service, electrical service, gas service, pest control service, and trash removal (excluding the disposal of hazardous materials).
- B. Mechanical Systems. The JAA shall be responsible for the maintenance and repair of heating, air conditioning and ventilation systems.
- C. Plumbing Systems. The JAA shall be responsible for the maintenance and repair of all plumbing systems.
- D. Electrical Systems. The JAA shall be responsible for the maintenance and repair of the electrical system.
- E. Fire Alarms and Extinguishing Systems. The JAA shall be responsible for the procurement, maintenance and repair of all fire alarm and extinguishing systems as required by the fire control agency having jurisdiction over the Fire Facility.

- F. Landscape and Grounds Maintenance. The JAA shall be responsible for the maintenance, replacement and/or repair of all landscaping located on the Premises and shall provide grounds maintenance.
 - G. Exterior and Interior Maintenance and Repair of Structures. The JAA is responsible for all exterior and interior cosmetic maintenance for buildings located on the Premises including the repair of floors, walls and overheads, painting, carpet maintenance or replacement, hardware repair or replacement, windows and doors maintenance and repair and signage maintenance.
- 5.3 JAA shall not be liable to the CITY for temporary failure to furnish any structural repairs or maintenance to be provided in accordance with this Agreement when due to mechanical breakdown or any other cause beyond the reasonable control of the JAA.
 - 5.4 JAA will replace and procure all fire fighting vehicles necessary to comply with the FAA Index. It is solely the City's responsibility to ensure that it remains in compliance with the FAA Index when fire fighting vehicles receive maintenance or as equipment is refurbished. JAA will retain the ownership of all existing and future fire fighting vehicles purchased by JAA.
 - 5.5 JAA will perform maintenance on the Equipment described in Exhibit B.
 - 5.6 JAA will be responsible for paying out all accrued leave and holiday bank time as of September 30, 2001 to existing ARFF personnel.

Section 6. Responsibilities of the CITY.

- 6.0 The CITY shall be responsible for the administration, coordination and delivery of first response air rescue fire and medical services at JIA.
- 6.1 The CITY recognizes the importance of utilizing experienced personnel trained in air rescue fire fighting techniques at JIA and therefore the CITY agrees that, upon the execution of this Agreement, it shall station a minimum of three (3) existing management personnel (current chief and captains) as well as six of the existing ARFF firefighters below the rank of captain for at least a one year period. Any transfer of existing staff during the first year of this Agreement must be approved by the JAA. Nothing herein shall constrain CITY from making disciplinary or remedial transfers or maintaining ALS or other legal requirements.
- 6.2 The CITY shall provide the Services at JIA 24 hours a day (around the clock) in accordance with the requirements of Exhibit C entitled "Staffing and Service Standards for JIA".
- 6.3 The CITY shall maintain the Premises at all times in clean condition.

- 6.4 Hazardous Materials Storage. The CITY shall be permitted to store fire suppression agents and any other materials used in accomplishing their mission and will strictly adhere to environmental compliance provision as noted in Section 18.
- 6.5 The CITY agrees to use its best efforts to maintain the same standard of first response emergency air rescue fire and medical services that exist on the Effective Date of this Agreement. FAA 139 response times will be within the parameters established by the FAA. From time to time but no less frequently than annually, CITY will provide annual reports on aircraft alerts and rescue runs to the terminal complex to the Operations Director of the JAA containing substantially the same information as is set forth in Exhibit D.
- 6.6 Except as otherwise provided herein, the CITY agrees to issue, provide, and maintain all other equipment and materials that it deems necessary for delivery of the Services at JIA. The CITY shall have sole discretion to determine what equipment and materials are necessary in order for the CITY to maintain the same level of first response air rescue fire and medical service that was provided by the JAA prior to the Effective Date of this Agreement. Any capital equipment, data communications equipment or data lines purchased by the CITY is not reimbursable under this Agreement.
- 6.7 During the term of this Agreement, the CITY shall use the Premises only for the purposes contemplated by this Agreement. The CITY shall not use or permit the use of the Premises or any part thereof for any purpose other than those specifically provided for herein without first obtaining the express written approval of the JAA Executive Director or his designee.
- 6.8 The CITY shall repair or pay the cost of repair of all damage to the JAA's property caused by the wrongful or negligent acts or omissions of the CITY, its agents, contractors, employees, suppliers or invitees arising as a result of the CITY's use or occupancy of the Premises. Expenses associated with this provision are not reimbursable under this Agreement.
- 6.9 The CITY shall at all times comply with (i) all federal, state and local statutes, ordinances, regulations, and rules applicable to the CITY's use and occupancy of the Premises, and (ii) all Airport Rules and Regulations which now exist or may hereafter be promulgated by the JAA.
- 6.10 The CITY is a self-insurer pursuant to Section 768.28, Florida Statutes, under a funded program of self-insurance for Public Liability, Auto Liability and Workers Compensation Insurance. The CITY will provide full casualty, liability, personal property and workers compensation insurance, under said self insurance program. The CITY agrees to defend JAA in all suits arising out of Services being delivered to JAA by the CITY, subject to the limitations set forth in Section 10

hereof. Any expenses associated with this provision are not reimbursable by the JAA, except for workers compensation premiums.

- 6.11 Any fines, penalties, or court ordered payments incurred by the CITY as a result of its use and occupancy of the Premises are not reimbursable expenses to be paid by JAA.
- 6.12 CITY agrees that its employees will conduct no personal business while on duty or use the Premises for such activities.
- 6.13 CITY agrees that emergency communication and notification procedures will be consistent with existing practices at JIA.

Section 7. Fees, Adjustments, Books of Accounting, Audit and Budget.

The JAA or any successor organization will pay the CITY for Services rendered by the CITY to be calculated as follows:

- 7.0 The JAA or any successor organization will pay the CITY no more than One Million Four Hundred Forty Thousand Four Hundred Seventy Four Dollars (\$1,440,474) for all Services to be rendered pursuant to this Agreement by the CITY at JIA during the first year of this Agreement. This payment amount shall be adjusted at the end of each year of the Term of this Agreement and at the end of every successive year period thereafter. Each adjustment shall be made by utilizing the sum of the total percentage change in the Consumer Price Index (CPI) 1982-84 = 100 as published by the U.S. Department of Labor for each preceding year, subject to the adjustment specified herein. At the time each adjustment is made, the payment for the next year shall be calculated according to the following formula: *To the payment amount of the year just ended shall be added the product of the payment amount of the year just ended and the total percentage change in the Consumer Price Index for the preceding year.* In the event of a decrease in the CPI, the payment amount for the next year will remain the same as for the preceding year. The base year of the next CPI adjustment would then be established as the last year that there was an increase in the CPI Index. For purposes of calculating any adjustment, in no event shall the percentage of adjustment exceed 3% per year for each of the first two years of adjustment. The City and JAA agree to meet on or before February 15, 2003, with the intent of adjusting, if necessary, the initial base amount of \$1.440 million as of October 1, 2001 to reflect the actual expenses attributable to each of the parties. Both the City and JAA will make available to the other documentation reflecting actual costs incurred with regard to the fire department operations. Any such agreement to modify the base amount shall be reduced to a formal amendment.
 - A. Each month during the term of this Agreement, the JAA shall pay the CITY one-twelfth of the annual payment amount as calculated according to Section

7.0 above. Payment of such amount shall be made to the CITY no later than thirty (30) days following the JAA's receipt of an invoice from the CITY.

- B. The CITY shall keep and make available to the JAA upon its request, true and complete records and accounts of all the CITY's expenses associated with providing the Services at JIA. All records shall be maintained in accordance with Generally Accepted Accounting Principles.
- C. Within thirty (30) days following the end of each quarter, the CITY shall furnish a true and accurate statement for the quarter just ended together with a year-to-date statement showing all the expenses associated with providing Services at JIA to JAA (including deductions or exclusions made in computing the fees associated with providing the Services). An authorized representative of the CITY shall certify these statements as to their accuracy. If the fourth quarter (annual statement) reflects an overpayment by JAA, the amount of such overpayment will be immediately refunded to JAA by the CITY.
- D. The CITY agrees that it shall keep and preserve all records relating to its performance of the Agreement for at least three (3) years following the date of the CITY's last fiscal year audit.
- E. At all reasonable times, the JAA shall have the right, through its representatives, to audit all of the records of the CITY's JIA Fire & Rescue activity relating to expenses charged to this activity within 72 hours after providing the CITY with notice of JAA's intent to perform such audit. If the audit establishes that there was any error in accounting for the operating expenses of the JIA Fire & Rescue activity, such error(s) will be corrected within 30 days of the date such error(s) is identified.
- F. Any change in manpower requirements in providing Services at JIA requested by JAA will be attributed to JAA for costs and such amount shall be due and owing to CITY in addition to the base amount reflected in 7.0 herein, without need for an amendment hereto. If additional costs are incurred at the direction of the City, then such costs will be borne by CITY.

7.1 Only those expenses incurred by the CITY that are directly related to providing the Services at JIA are reimbursable in accordance with this Agreement. No indirect administrative allocation or other indirect expenses/fees are reimbursable under this agreement.

7.2 Each year the JAA will be given the opportunity to review and comment on the JIA Air Fire & Rescue annual budget at least thirty (30) days prior to its submission to the City Council.

- 7.3 As soon as possible, but in any event no later than four (4) months from the execution date, CITY shall create a separate and distinct cost center sufficient to comply with FAA and JAA requirements.

Section 8. Access To Premises / Relocation of Premises.

- 8.0 The JAA may, at any time in its sole discretion, close, relocate, reconstruct, change, alter or modify all presently designated means of ingress and egress to and from the Premises, either temporarily or permanently; provided, however, that a reasonably convenient and adequate alternative means of ingress and egress to and from the Premises are made available to the CITY.
- 8.1 JAA reserves the right to relocate the CITY to a similar location at any time during the Term of this Agreement. The necessity of such relocation shall be determined exclusively by the JAA at its sole discretion and cost.

Section 9. Surrender of the Premises by CITY.

- 9.0 The CITY covenants that, at the expiration of the Term of this Agreement or at any earlier termination, it will surrender the Premises in a good state of repair and condition to the JAA, reasonable wear and tear excepted.
- 9.1 All buildings, fixtures and other improvement built on, or made to, the Premises by the CITY shall remain on the Premises and shall become the exclusive property of the JAA immediately upon the termination of this Agreement. Upon surrender of the Premises, the CITY shall remove all equipment, trade fixtures and personal property belonging to it that have not assumed the characteristics of a permanent fixture. Any and all property not removed immediately by CITY shall, at the option of the JAA, become the property of the JAA at no cost to the JAA. Unless otherwise agreed to by the parties, any damage to the JAA's property caused by the removal of any of the CITY's equipment, trade fixtures or personal property shall be repaired by the CITY at its sole expense within a reasonable time following the removal.
- 9.2 CITY shall not remove or demolish, in whole or in part, any improvements placed upon the Fire Facility or equipment by CITY without the prior written consent of the JAA, which may at its discretion, condition such consent upon the obligation of CITY to replace the same by an improvement specified in such consent.

Section 10. Indemnification.

- 10.0 Subject to the provisions and limitations of Section 768.28, Florida Statutes, the CITY hereby agrees that it shall indemnify, defend and hold the JAA harmless against any and all claims, actions, demands, injuries, losses, penalties and damages of whatsoever kind or nature, whether prosecuted by the CITY or third parties, resulting from any act, action, or omission, including but not limited to

personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to the CITY's activities on or its use and occupation of the Premises including leakage or spillage of any substance used or handled by the CITY, except when such claim, action, demand, loss, liability, damage or injury results from the gross or willful negligence of the JAA. In no event shall the CITY be held responsible for any negligent act committed by the JAA or any person or entity acting at its direction or on its behalf.

- 10.1 This Section 10 shall survive the term of this Agreement for actions which occurred during the term of this Agreement, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.
- 10.2 It is expressly agreed that CITY shall neither indemnify, defend, or hold the JAA harmless for events, occurrences or conditions which took place prior to the Effective Date of this Agreement nor any assume liability or responsibility for the same.

Section 11. Notices.

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be deemed to have been given if enclosed in an envelope with sufficient postage attached, and sent by certified mail, return receipt requested to insure delivery, and deposited in the United States mail addressed to:

JACKSONVILLE AIRPORT AUTHORITY:

Executive Director
Jacksonville Airport Authority
Post Office Box 18018
Jacksonville, FL 32229

CITY OF JACKSONVILLE, FLORIDA:

Chief Administrative Officer, City of Jacksonville
117 W. Duval Street, Suite 400
Jacksonville, Florida 32202

CC: Fire Chief, City of Jacksonville
515 N. Julia Street
Jacksonville, Florida 32202

or in such other place as either party shall in writing designate in the manner provided herein.

Section 12. Severability.

In the event any covenant, condition or provision of this agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice either the JAA or the CITY as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

Section 13. Non-Waiver.

A waiver by either party of any of the provisions, conditions, or covenants herein contained shall not be deemed by the other party at any time thereafter to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by either party is required to restore or revive any right, power, remedy, privilege or option following a waiver by either party of any requirement, obligation or default of the other. No, right, power, remedy, privilege or option of either party shall be construed as being exhausted or discharged by the exercise thereof on more than one occasion.

Section 14. Default Termination by JAA.

The JAA at its option may declare this Agreement terminated in its entirety and exercise all right of re-entry to the Premises if the CITY violates any of the provisions of this Agreement.

Section 15. Default Termination by CITY.

The CITY at its option may declare this Agreement terminated in its entirety and vacate the Premises without penalty if the JAA violates any of the provisions of this Agreement.

Section 16. Time of Termination for Default.

No termination based on an event of default declared by either party shall be effective unless and until thirty (30) days have elapsed after written notice of the termination is received by the other party specifying when such termination shall take effect and detailing the specific grounds of the default. No termination shall be effective if such default shall have been cured during such thirty (30) day period, nor shall such termination be effective if correction of the default is commenced within said thirty (30) days and completed as promptly as reasonably practicable.

Section 17. Termination of Agreement For Reasons Other Than Default.

This Agreement may be terminated upon the occurrence of any of the following events:

- A. If any part of the Premises that is vital to the CITY in its operation are taken or condemned under power of eminent domain by any governmental authority during the Term of this Agreement and the JAA is unable to provide replacement Premises suitable to the CITY. The CITY shall have no claim or interest in or to any award of damages for the taking of the JAA's ownership interest in any portion of the Premises or any improvements located thereon that are wholly owned by the JAA.
- B. If the Premises cannot be used for the uses contemplated by this Agreement for reasons of force majeure, as defined in Section 25 for at least thirty (30) consecutive days, and the parties hereto cannot agree on terms and conditions necessary for the continuance of this Agreement within a ninety (90) day period immediately following the thirty (30) day period of nonuse, the CITY may cancel this Agreement.
- C. The inability of the CITY to use the Premises for a period in excess of ninety (90) days, because of the issuance of any order, rule or regulation by the United States or an instrumentality thereof preventing the CITY from operating at the Premises for cause or causes not constituting a default under this Agreement.
- D. The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or an substantial part thereof in such a manner as to substantially restrict the CITY for a period of at least sixty (60) days from operating at the Airport.
- E. The withdrawal or cancellation by the United States or an authorized instrumentality thereof of the right of regularly scheduled airlines to operate at JIA.
- F. The issuance by any court of competent jurisdiction of an injunction restraining the use of JIA or the Premises if said injunction shall remain in force for more than sixty (60) days.

Section 18. Environmental Compliance.

CITY must comply with and adhere to all existing and future federal, state and local rules and regulations concerning hazardous waste generation, storage and disposal.

If, due to CITY's actions or activities, any environmental investigation, monitoring of site conditions, or cleanup, containment, restoration, removal or other remedial work ("Remedial Work") is required under any applicable federal, state, local law, ordinance, rule or regulation, JAA regulation or judicial or administrative order, CITY shall conduct Remedial Work at its own expense, under the JAA's supervision. If CITY fails to commence and/or fails diligently to conduct Remedial Work, CITY shall be deemed in default of this Agreement and the JAA may, but shall not be required to, conduct the work at CITY's sole expense.

Section 19. Security.

CITY, its employees, agents and representatives shall comply with all security measures contained in the Airport Master Security Plan as approved by the Federal Aviation Administration and the and the requirements of FAA, Vol. VI, Part 107, as amended. If CITY, its employees, agents and representatives fail or refuse to comply with said measures and such non-compliance results in monetary penalty being assessed against JAA, CITY shall solely be held responsible and in breach of this Agreement and shall reimburse JAA in the full amount of any such monetary penalty.

CITY's employees, requiring access to the Premises, shall purchase an identification badge issued by JAA and shall be required to keep and prominently display the identification badge at all times when involved with the delivery of the Services outlined in this Agreement.

Section 20. Signage.

CITY shall not permit any signs or other advertisement, except those approved prior to posting in writing by the Executive Director, to be maintained upon the Premises or upon the exterior of any fixtures, improvement or appurtenances thereto.

Section 21. Federal Government's Emergency Clause.

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 22. Inspection.

CITY agrees that the JAA shall have the right to enter any part of the Premises at reasonable or necessary times for the purpose of inspection, protection, or

exercising any right under this Agreement. Whenever possible, prior notification will be provided.

Section 23. No Individual Liability.

No member, officer, agent, director, or employee of JAA or CITY shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Section 24. Avigation Rights.

JAA reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Premises, for navigation or flight in the said airspace for landing on, taking off from, or operating at the Airport.

Section 25. Force Majeure.

Neither the JAA nor the CITY shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it hereunder by reason of strikes, boycotts, shortages of materials, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which is not within its control.

Section 26. Incorporation of Exhibits.

All exhibits and attachments referred to in this Agreement or in any duly executed amendment hereto are intended to be and are hereby specifically made a part of this Agreement. The exhibits attached hereto to the extent not completed at the time of execution hereof, shall conform substantially to the description thereof contained on each exhibit page and may be supplied by the parties.

Section 27. Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Section 28. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 29. Section Headings.

Section Headings are inserted only as a matter of convenience and for reference, and in no way govern, define, limit, modify or describe the scope, meaning or intent of any provision of this Agreement.

Section 30. Governing Law.

This Agreement is to be read and construed in accordance with the laws of the State of Florida and Duval County. The parties hereto agree that any court of appropriate jurisdiction presiding in Duval County, Florida shall be the forum for any actions brought hereunder.

Section 31. Entire Agreement.

This Agreement, which includes the Exhibits and attachments hereto, constitutes the entire agreement by and between the parties hereto. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed in this Agreement shall be binding. All changes, additions, amendments to, or modifications of this Agreement or any of its terms, provisions, and conditions shall be binding only when made in writing and signed by the authorized officer, agent, or representative of each of the parties hereto. The JAA's Executive Director and the CITY's Fire and Rescue Chief are authorized to change, add, amend or modify all non-monetary terms, provisions and conditions of this Agreement which will be binding only when made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

ATTEST:

JACKSONVILLE AIRPORT AUTHORITY

By: Richard B. Bell

By: John D. Clark
Executive Director

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By: *[Signature]*
Corporation Secretary

By: *[Signature]*
John A. Delaney



APPROVED AS TO FORM:

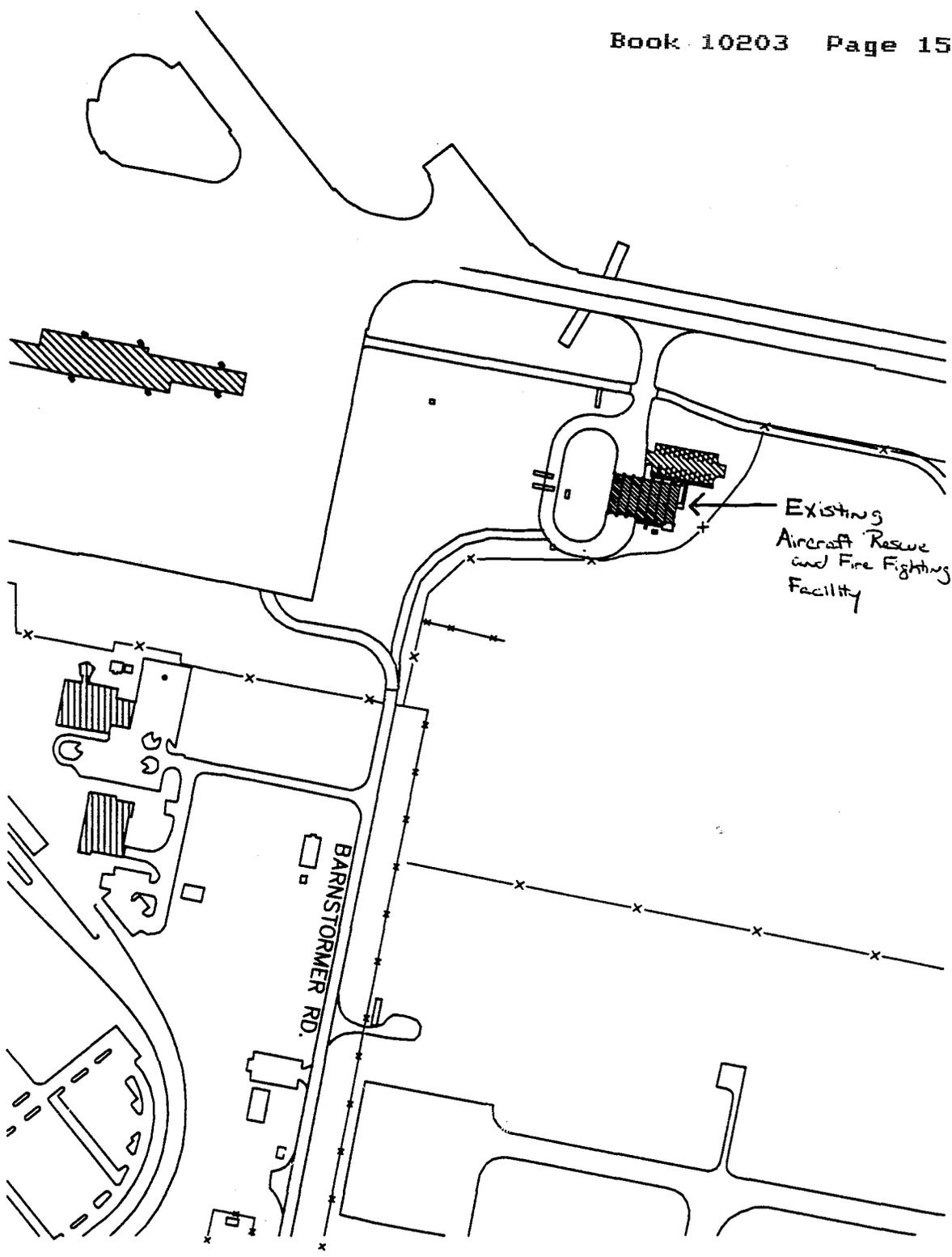
[Signature]
Office of General Counsel

Concur:

Asst. Dir. Business Development
Asst. Dir. Finance and Information Services

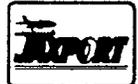
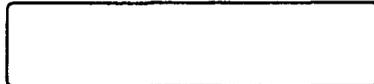
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JACKSONVILLE INTERNATIONAL AIRPORT
AIRCRAFT RESCUE AND FIRE FIGHTING FACILITY



JACKSONVILLE INTERNATIONAL AIRPORT
AIRCRAFT RESCUE & FIRE FIGHTING
FACILITY
EXHIBIT

PROJECT NAME	DATE
PROJECT NO.	DATE
CONSULTANT	DATE



**Exhibit B TO INTERLOCAL AGREEMENT
Equipment**

JAA Fire Department vehicles will remain the property of the JAA and will be maintained by the JAA's maintenance facility at JIA. Some of the ARFF vehicles are not licensed for highway use. All JAA vehicles will be stationed at JIA unless approved in writing by the JAA's Aviation, Vice President.

<u>Item</u>	<u>Serial Number</u>
Blaze 6 – 1999 Dodge 2500 Pickup Truck	3B7KF26Z0XM551559
Blaze 7 – 1987 Emergency One 3,000 gallon Class 1 ARFF Vehicle (back up)	1F9DBAA87H1037139
Blaze 8 – 1991 Emergency One twin agent quick response vehicle	2FDLF47M8MCA61053
Blaze 10 – 2001 Ford Expedition, Chief's vehicle	1FMPU16L71LB04264
Blaze 12 – 1998 Southern Coach Structural Pumper	1FV6JLCB9XHA28727
Blaze 16 – 2001 Fouts Bros./Ford F350 Parking Garage/Brush Firefighting vehicle	1FDWX37S01EC33312
Blaze 17 – 1997 Oshkosh 3,000 gallon Class 1 ARFF Vehicle	10T9L5EH9V1053996
Blaze 18 – 2001 Oshkosh 3,000 gallon Class 1 ARFF Vehicle	10TDK8Z101S069939

(Bold Faced vehicle indicates required vehicle for FAA index)

**Exhibit C to Interlocal Agreement
Staffing and Service Standards for JIA**

Air Rescue Fire Fighter (ARFF) Captain Minimum Qualifications:

Upon a change in command the JAA will be informed of the proposed ARFF Captain's qualifications and will be given an opportunity to review and comment on the candidate's credentials.

ARFF Captain will act as the liaison between the JAA and the CITY.

ARFF Captain will be active on the JAA's Emergency Planning Team. The ARFF Captain will meet with JAA staff as requested and participate in any public safety drills conducted by JAA or other county/regional/state emergency preparedness drill that JAA desires to participate in.

Air Rescue FireFighters Officer and Firefighter Minimum Qualifications:

All personnel assigned to JIA must be ARFF qualified, and qualify for and possess a SIDA badge. Personnel with SIDA badges are only allowed three (3) violations before their badge is revoked. Any personnel who has their SIDA badge revoked will not be allowed to work at JIA. They must be familiar with all runways, taxiways, staging areas, terminal and the property surrounding JIA, the ARFF equipment at JIA, as well as, being familiar with the aircraft that regularly uses the JIA.

The JAA's Director of Operations and the CITY's Chief of Fire and Rescue Operations will address SIDA badging issues relating to assignment of Temporary Personnel at JIA.

Temporary Personnel:

This firefighter will not be allowed to operate any ARFF equipment except for training purposes until he/she is qualified to operate the vehicle.

Staffing and Staffing Issues:

Air Rescue Firefighting Operation at JIA:

24 hours a day (around the clock)

Staffing levels must be adequate to meet FAA Index

Service Levels:

The current JIA Fire Department is involved with two (2) organizations dedicated to ARFF. The AAAE and the ARFF Working Group, this membership and participation will be maintained by CITY. This includes annual training and conferences by both organizations.

Response times for "ALL" emergencies at JIA as well as JAA tenant and leasehold properties shall not decrease from the current levels of the JIA Fire Department.

FAA 139 response times will be within the parameters established by the FAA.

At all times, CITY will ensure that JIA remains within its established FAA index. If CITY does not comply with this provision it will be grounds for default. It is CITY's responsibility to make sure the FAA index is met even when equipment is being repaired or refurbished.

The CITY will participate in all JAA emergency preparedness programs, initiatives and tour requests at no additional cost to the JAA.

Jacksonville Port Authority
 Jacksonville International Airport
 Aircraft Rescue / Fire Department

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September 2001												
Week	1	1	2	2	3	3	4	4	5	5	Monthly Totals	
	Runs	Time	Runs	Time	Runs	Time	Runs	Time	Runs	Time	Runs	Time
A) Pavement ck.											0	0.0
B) Light ck.											0	0.0
C) Perimeter rd. ck.											0	0.0
D) Alert 1			2	4.2							2	4.2
E) Alert 2											0	0.0
F) Alert 3											0	0.0
G) Animal control											0	0.0
H) F.O.D.											0	0.0
I) Training											0	0.0
J) FANG standbys											0	0.0
K) FANG drills											0	0.0
L) Bomb Threat											0	0.0
M) Rescue runs			8	17.6	3	8.2					11	25.8
N) Fire runs			1	0.3	4	5.9					5	6.2
O) Ramp patrol											0	0.0
P) Signal 15			2	79.5							2	79.5
Q) Pit fire											0	0.0
R) Fuel spill					2	5.5					2	5.5
S) Miscellaneous											0	0.0
T) Barriers											0	0.0
U) Admin. Duties											0	0.0
V) Vehicle maint.											0	0.0
W) Bldg. Maint.											0	0.0
X) Alarm room											0	0.0
Y) F.A. Room											0	0.0
Weekly Totals	0	0.0	13	101.6	9	19.6	0	0.0	0	0.0	22	121.2
week 1	0		2		3		4		5			
	0		13		22		22		22			

to Interlocal Agreement

Chiefs office

- 1 - Haworth #MHC 400791 rolling chair
- 2 - big blue chair
- 1 - book case
- 1 - wooden desk
- 1 - credenza
- 1 - small typewriter table
- 2 - kitchen chairs
- 2 - lamps
- 1 - computer
- 1 - 17" Dell monitor
- 1 - Dell keyboard
- 1 - Microsoft mouse
- 1 - HP Laser printer
- 1 - Comdial phone

Captains office

- 1 - wooden desk
- 1 - book case
- 1 - lamp
- 1 - Comdial phone
- 1 - Dell 17" monitor
- 1 - Dell Optiplex GX1 computer
- 1 - Dell keyboard
- 1 - HP LaserJet 1100 printer
- 1 - bulletin board
- 1 - dry erase board
- 1 - Haworth #MHC 400791 rolling chair
- 1 - big blue chair
- 2 - ELT's with antennas
- 1 - ELT transmitter

Lt.'s office

- 1 - locking key box
- 1 - wooden desk
- 1 - Haworth #MHC 400791 rolling chair
- 1 - book case
- 2 - plastic in / out boxes
- 1 - Dell 17" monitor
- 1 - Dell Optiplex GX1 computer
- 1 - Dell keyboard
- 1 - Comdial phone
- 1 - metal storage cabinet
- 1 - file cabinet
- 1 - stapler
- 1 - 3 hole punch
- 1 - tape dispenser
- 1 - garbage can
- 1 - HP DeskJet 930 C printer
- 1 - HP LaserJet 5P printer
- 1 - bulletin board

Class room

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- 1 - Seth Thomas clock
- 1 - dry-erase marker board
- 6 - dry-erase marker board markers
- 1 - eraser for dry-erase marker board
- 1 - large City of Jacksonville wall map
- 3 - white tables
- 6 - plastic chairs
- 1 - podium
- 1 - swivel chair

Phone room

- 12 stackable chairs with rack
- 1 - garbage can
- 1 - metal rack
- 4 - Motorola radio chargers
- 1 - 6 pac Motorola charger
- 2 - Nextel chargers with spare batteries

Dormitory (main)

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- 7 - Sealy Posturepedic beds (mattress, box springs & frame)
- 4 - dividers
- 7 - night stands
- 7 - lamps
- 4 - alarm clocks
- 1 - Comdial phone
- 1 - SMC fan
- 6 - 3 each lockers

Dormitory (Officers rm# 130)

- 1 - Haworth chair, Improv seating stationary
- 1 - Sealy Posturepedic bed (mattress, box springs & frame)
- 1 - night stand
- 1 - lamp
- 1 - Comdial phone
- 1 - garbage can

Dormitory (Officers rm# 129)

- 1 - Haworth chair Improv seating stationary chair
- 1 - Sealy Posturepedic bed (mattress, box springs & frame)
- 1 - night stand
- 1 - lamp
- 1 - Comdial phone
- 1 - garbage can

Library

- 2 - multiuse carts
- 1 - 25" Magnavox TV #25P606-00AA
- 1 - Kodak slide projector with tray #1560976
- 1 - Dukane overhead projector #007700
- CPR mannequins
- 1 - Emerson VCR
- 2 - extension cords
- 1 - Spacelabs AED trainer #001

Janitor closet

- 1 - "wet floor" sign
- 1 - mop bucket with ringer
- 2 - Hoover vacuum cleaners
- 3 - mops
- 1 - dust pan
- 1 - push broom
- 1 - duster

Excercise room

- 1 - metal desk
- 1 - big blue chair
- 1 - Haworth chair, Improv seating stationary
- 1 - fan
- 1 - garbage can

Hallway (East)

- 1 - Canon NP2120 copy machine
- 1 - garbage can
- 1 - Sharp FO2850 fax machine
- 1 - stapler
- 1 - 3 hole puncher
- 1 - pencil sharpener
- 1 - wooden table

Day room

- 8 - Lazyboy chairs
- 1 - end table
- 1 - coffee table
- 1 - Comdial phone
- 1 - lamp
- 1 - Zenith VCR # 4185
- 1 - Zenith 52" big screen TV

Hallway (West)

- 1 - Union file cabinet

Clerical storage

- 2 - metal file cabinets
- 1 - clothes rack
- 3 - metal shelves

Dinning room

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- 1 - large dinning room table
- 8 - Haworth chair Improv seating stationary chair
- 3 - large chairs
- 1 - white table
- 1 - book case
- 1 - Seth Thomas clock
- 1 - Crystal springs water cooler
- 1 - vending machine
- 1 - Coke machine
- 1 - water fountain
- 1 - cork bulletin board with locking double glass front doors
- 1 - picture art / modern

Agent Storage Room

1 - Snapper brand riding lawn mower

Foam

47 - 5 gallon buckets 3M Brand AFFF

20 - 5 gallon buckets ANSUL Brand AFFF

10 - 55 gallon barrels 3M Brand AFFF

PKP

27 - 50 lb. Containers ANSUL Brand Purple K

1 - 1100 lb. Halotron container (approximately 1/2 full)

Nitrogen Cylinders

2 - Spares for Blaze 8

4 - Spares for Blaze 18 (old)

1 - Spare for Craig Fire (old)

2 - 110 cubic ft. nitrogen cylinders

1 - O2 Cylinder

1 - helium cylinder

1 - ARGON cylinder for Blaze 17

1 - ARGON fill cylinder for Blaze 17

2 - underground hydrant wrenches

1 - foam funnel (New Craig Truck)

2 - dry chemical funnels (B-8 & Craig Truck)

1 - portable foam pump

1 - mounted foam pump

1 - brush hook

2 - flat axe

HURST EQUIPMENT

1 - gas powered pump

1 - spreader

1 - cutter

1 - reel with line

1 - short line

8 - 40 lb bags Oil Dry

1 - 5 gallon bucket Oil Dry

1 - 4'x3' burn pan

Fire Extinguishers

Cartridge Operated

5 - 20 lb BC

3 - 30 lb BC

1 - 20 lb ABC

Stored Pressure

3 - 20 lb ABC

2 - 20 lb BC

6 - 10 lb ABC

1 - 5 lb ABC

1 2.5 lb ABC

1 - 5 lb HALON

2 - 9 lb HALON

1 - 20 lb HALON

2 - Universal mounting brackets

HOSE STORAGE ROOM

- 1 - Hose storage rack
- 6 - Hi-Combat 1 3/4" Hose
- 4 - white jacket 1 1/2" Hose
- 6 - yellow jacket 3" Hose
- 1 - 24' extension ladder

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30 4"x4"x2' Cribbing

- 1 - pick head ax
- 1 - eagle beak cutter
- 1 - wet - dry vaccum
- 1 - mop bucket
- 4 - wheel chocks
- 3 - truck brushes

BREATHING APPARATUS ROOM

- 1 - Mako Breathing Air Module
- 1 - Fill Station
- 1 - Wood Storage Rack

- 8 - SCOTT 2.2 Cylinders
- 2 - MSA Backpacks w/out regulators

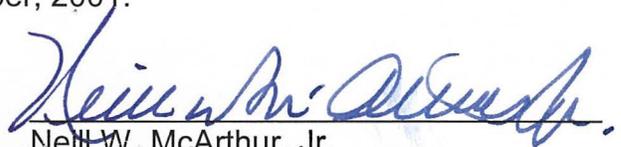
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Doc# 2001273584
Book: 10203
Pages: 1515 - 1543
Filed & Recorded
10/26/2001 10:48:22 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 15.00
RECORDING \$ 117.00

CERTIFICATION

I, NEILL W. MCARTHUR, JR., Corporation Secretary for the City of Jacksonville, Florida, a municipal corporation in the State of Florida, do hereby certify that the attached Interlocal Agreement between the City of Jacksonville and the Jacksonville Airport Authority for Air Rescue Firefighting Services ("Interlocal Agreement") is a true and correct copy of the document executed by the Honorable John A. Delaney, Mayor of the City of Jacksonville and John D. Clark, III, Executive Director of the Jacksonville Airport Authority, dated and effective October 26, 2001, and on file in official municipal records of the City of Jacksonville retained in the office of General Counsel, Suite 480, City Hall at St. James, 117 West Duval Street, Jacksonville, Florida, and that said Interlocal Agreement as of this date has not been amended or revoked.

IN WITNESS WHEREOF, I place my signature and the corporate seal of the City of Jacksonville, Florida this 26th day of October, 2001.



Neill W. McArthur, Jr.
Corporation Secretary
City of Jacksonville, Florida

(SEAL)