

9489-02
Amd 1

**AMENDMENT ONE TO THE
INTERLOCAL AGREEMENT BETWEEN THE
JACKSONVILLE AVIATION AUTHORITY AND THE
CITY OF JACKSONVILLE, FLORIDA FOR
AIRPORT RESCUE AND FIREFIGHTING SERVICES**

This Amendment One to the Interlocal Agreement ("Agreement") is made and entered into this 18 day of April, 2018 ("Effective Date") by and between the JACKSONVILLE AVIATION 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 throughout the geographic boundaries of Duval County, Florida ("CITY"). The CITY and the JAA may be jointly referred to as the Parties.

RECITALS:

WHEREAS, the JAA contracts for first response emergency airport rescue and firefighting and medical rescue services (collectively the "Services") required in connection with the operation of the Jacksonville International Airport ("JIA") in accordance with the JAA Charter, section 7, paragraph 2; and

WHEREAS, the CITY, pursuant to Chapter 2004-464, Laws of Florida, currently, through its Fire and Rescue Department, provides such Services required in connection with JAA's operation in accordance with the Interlocal Agreement which commenced on October 1, 2010; 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, 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, the parties acknowledge that the FAA rules and regulations and airport grant assurances prohibit the JAA from diverting airport revenue to a non-airport purpose, and that any such revenue diversion constitutes a breach of FAA Airport Compliance Requirements; and

WHEREAS, the parties hereto have determined that this Amendment is in the best interests of both Parties for the CITY to provide additional Emergency Medical Services at JIA in the manner and under terms and conditions specified in this Amendment One; and

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

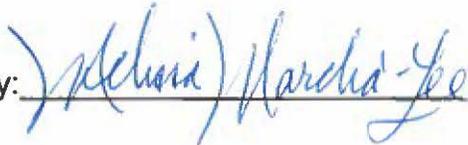
1. The Recitals are true and correct and incorporated herein.
2. The Parties have discussed the advantages and costs related to locating Rescue 16, an Emergency Response Vehicle, to provide Emergency Medical Services (hereinafter "EMS") at the JIA Station 16.
3. The JFRD has analyzed the need for an RESCUE 16, and the analysis indicates that it would be beneficial to both the passengers at JIA and the neighborhoods surrounding the Airport by providing faster response times to EMS calls. Further, the analysis showed that 85% of the calls at the Airport are EMS calls.
4. The JFRD, on September 1, 2017, at their own cost and expense, placed into service RESCUE 16 at JIA Station 16. JFRD paid 100% of the cost for the RESCUE 16, and will continue to absorb 100% of the costs for the RESCUE 16 vehicle itself.
5. Effective on April 6, 2018 through September 30, 2018 (2018 FY Costs) the JAA and the JFRD agreed to split the costs of having the RESCUE 16 at JIA Station 16. The Costs are defined as salaries, benefits and operating expenses. The 2018 FY Costs are **ONE HUNDRED TWENTY THOUSAND ONE HUNDRED SIXTEEN DOLLARS AND TWENTY FIVE CENTS (\$120,116.25)** for each party, for a total of **TWO HUNDRED FORTY THOUSAND TWO HUNDRED THIRTY TWO DOLLARS AND FIFTY CENTS (\$240,232.50)** in total.
6. Effective for October 1, 2018 through September 30, 2019 (2019 FY Costs) the JAA and JFRD will again split Costs, and such Costs will be included in COJ and JAA budgeting process, and the general billing for ARFF Services as set forth in the Interlocal Agreement. The Cost shall be separately delineated and identifiable in the general billing for ARFF Services.
 - a. 2019 FY Costs are estimated to be **THREE HUNDRED NINETEEN THOUSAND NINE HUNDRED TEN DOLLARS AND NO CENTS** for each party per year, however, the Parties understand that actual costs will depend on the COJ and JAA budgeting process, and that JAA will only pay for actual costs incurred and those costs will be subject to review and audit as set forth in the Interlocal Agreement.
 - b. The Costs for future fiscal years will be set through the budgeting process of both COJ and JAA.

7. The JFRD and the JAA have agreed to a trial review period of three (3) fiscal years to review effectiveness, costs, and benefits of locating RESCUE 16 at JIA Station 16. The review period shall begin on October 1, 2018, and end on September 30, 2021. At least 120 days before the end of the review period, the Parties shall meet to discuss all options relating to the location of RESCUE 16.
8. This Amendment is subject to the availability of lawfully budgeted funds for both Parties, and can be terminated without cause by either Party upon giving ninety (90) days written notice to the other Party.
9. Unless specifically modified herein, there are no other changes to the Interlocal Agreement for ARFF Services.

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

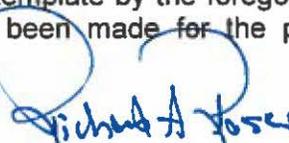
ATTEST:

JACKSONVILLE AVIATION AUTHORITY

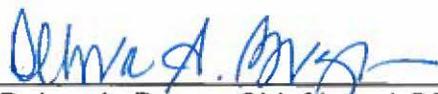
By: 

By: 
Steven Grossman
Chief Executive Officer

I hereby certify that the expenditure contemplate by the foregoing Interlocal Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid.


Richard A. Jones
Chief Financial Officer
Jacksonville Aviation Authority

Approved as to Form:


Debra A. Braga, Chief Legal Officer
For the Jacksonville Aviation Authority

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

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

By:

James R. McCain
James McCain
Corporation Secretary



By:

Lenny Curry
Lenny Curry, Mayor

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 sufficient 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 # 9489-02, Amd 1

Form Approved:

James R. McCain
Office of General Counsel