

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND CLAY COUNTY, FLORIDA
FOR AUTOMATIC AND MUTUAL AID**

THIS FIRST AMENDMENT to Interlocal Agreement #13/14-21 is made and entered into in duplicate this 14 day of October, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (hereinafter the "City"), and CLAY COUNTY, FLORIDA, acting through its Fire and Rescue Department (hereinafter "Clay County"), for the provision of automatic aid and mutual aid in certain situations.

RECITALS:

WHEREAS, on October 1, 2013, City and Clay County made and entered into an Interlocal Agreement for Automatic Aid and Mutual Aid (hereinafter the "Agreement"); and

WHEREAS, the Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended to allow the Agreement to be automatically renewed from year to year until such time as either party wishes to terminate the Agreement, with all other provisions, terms, and conditions of the Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 8(a) of said Agreement is amended in part so as to allow the Agreement to be automatically renewed from year to year until such time as either party wishes to terminate the Agreement, and as amended shall read as follows:

"8. Effective Dates and Termination.

(a) This Agreement shall be effective as of the 1st day of October, 2013, and shall continue and automatically renew from year to year until such time as either party notifies the other party that it does not intend to renew

the Agreement. Notice of such intent shall be provided to the other party no later than three (3) months prior to the end of the then current term.”

SAVE AND EXCEPT as expressly amended by this instrument, the provisions, terms, and conditions of the Agreement of October 1, 2013, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their lawfully authorized representatives, have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: James R. McCain, Jr.
James R. McCain, Jr.,
Corporation Secretary
117 West Duval Street
Jacksonville, Florida 32202



By: Martin Senterfitt
Martin Senterfitt
Director of Fire and Rescue
515 Julia Street North, Suite 314
Jacksonville, Florida 32202
As authorized by Resolution 97-473-A

ATTEST:

CLAY COUNTY

By: S.C. Kopelousos
County Manager: S.C. Kopelousos
P.O. Box 1366, Green Cove
Springs, Florida 32043

By: Wendell D. Davis
Chairman: Wendell D. Davis
P.O. Box 1366
Green Cove Springs, Florida 32043

ATTEST:

CLAY COUNTY FIRE CHIEF

By: D.P. Math
Deputy Chief
P.O. Box 1366, Green Cove
Springs, Florida 32043

By: Lorin J. Mink
Clay County Fire Chief
P.O. Box 1366
Green Cove Springs, Florida 32043

Form Approved

James R. McCain, Jr.
Assistant General Counsel