



JACKSONVILLE AVIATION AUTHORITY

INTERLOCAL AGREEMENT

Between

JACKSONVILLE AVIATION AUTHORITY

And

THE CITY OF JACKSONVILLE

For

AIRPORT RESCUE AND FIREFIGHTING SERVICES

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Exhibits:

- Exhibit A Premises
- Exhibit B Fire Equipment and Apparatus Owned by JAA
- Exhibit C JAA Personal Property
- Exhibit D CITY Personal Property
- Exhibit E CITY Staffing and Service Standards
- Exhibit F CITY Annual Operating Budget
- Exhibit G Fire Equipment and Apparatus Owned by City of Jacksonville

Prepared by and return to:

Office of General Counsel
117 West Duval St., Suite 480
Jacksonville, Florida 32202

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

This Interlocal Agreement ("Agreement") is made and entered into this ²⁰¹¹ ~~2010~~ ^{AM 12} ~~AM 12~~ day of ~~MARCH~~ ²⁹, 2010 (~~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.

WITNESSETH:

WHEREAS, the JAA contracts for first response emergency airport rescue and fire fighting 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; 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 at places in close proximity to 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 and at places in close proximity to 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, although the JAA shall not be responsible for any cost incurred for services provided outside of Airport Property; 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 it is in the best interests of both Parties for the CITY to provide the Services 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:

ARTICLE 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.

ARTICLE 2 **Defined Terms**

2.1 The following defined terms shall have the meanings set forth herein.

2.1.1 Annual Operating Budget means the budget which has been submitted by the CITY and the JAA and approved by the Jacksonville City Council. The Annual Operating Budget will be updated every year, and the new Annual Operating Budget will be included as **Exhibit F, CITY Annual Operating Budget**.

2.1.2 Annual Report shall mean the Annual Fiscal Report required in Article 8.

2.1.3 Director or JAA Director shall mean the Executive Director/CEO of the Jacksonville Aviation Authority or his designated representative.

- 2.1.5 Equipment has the meaning set forth in Article 6.
- 2.1.6 Estimated Operating Budget means the initial budget submitted by the City to the Authority in accordance with Article 8 herein
- 2.1.6 Fiscal Year shall mean the fiscal year of the City and the JAA, October 1 to September 30.
- 2.1.7 FAA means the Federal Aviation Administration.
- 2.1.8 Index D means FAR Part 139, Index D.
- 2.1.9 Materials has the meaning set forth in Article 7.11.
- 2.1.10 Premises has the meaning in Article 3, and **Exhibit A, Premises** herein.
- 2.1.11 Services means first response emergency airport rescue and fire fighting 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.

ARTICLE 3
Premises

The Premises for this Agreement are located at Jacksonville International Airport (JIA) and consist of the Airport Rescue and Fire Fighting (ARFF) Station and the Ground Space as shown on **Exhibit A, Premises** to this Agreement.

ARTICLE 4
Term

The Term of this Agreement shall commence as of Oct. 1, 2010 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 six (6) months prior to the end of a current Term.

ARTICLE 5
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, Fire Equipment and Apparatus Owned by JAA**. JAA owned Fire Equipment and Apparatus will be

uniformly painted or marked to reflect "Jacksonville International Airport". The CITY, for and on behalf of the Jacksonville Fire and Rescue Department (JFRD) may also have its JFRD name and/or logo displayed. Painting decisions shall be coordinated between the JAA and CITY Fleet Managers.

ARTICLE 6

Responsibilities of the JAA

- 6.1 JAA will provide the Premises for the CITY's use and occupancy throughout the entire Term of this Agreement at no cost or expense, of whatsoever kind or nature, to the CITY. The CITY shall make no alterations to the ARFF Station 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.
- 6.2 Personal property, including office equipment, appliances and furnishings ("Personal Property") currently in use at the Premises provided by JAA to the CITY is for its use there and 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, with the exception of the washer, dryer, stove and refrigerator, which appliances shall be procured by JAA at its sole expense. A list of said existing personal property owned by the JAA is attached hereto as **Exhibit C, JAA Personal Property** and a list of the existing personal property owned by the City is attached hereto as **Exhibit D, CITY Personal Property**. At any time existing personal property listed in **Exhibit C, JAA Personal Property** 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.
- 6.3 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.
- 6.4 The JAA's responsibility with regard to routine maintenance of the Premises shall be as follows:
- 6.4.1 Utilities. The JAA will be responsible for paying the cost of certain utility and other services, provided it is 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).

- 6.4.2 Mechanical Systems. The JAA shall be responsible for the maintenance and repair of heating, air conditioning and ventilation systems.
 - 6.4.3 Plumbing Systems. The JAA shall be responsible for the maintenance and repair of all plumbing systems.
 - 6.4.4 Electrical Systems. The JAA shall be responsible for the maintenance and repair of the electrical system.
 - 6.4.5 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 ARFF Station.
 - 6.4.6 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.
 - 6.4.7 Exterior and Interior Maintenance and Repair of Structures. The JAA shall be 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. If it is determined by the JAA and City that the work requested is due to neglect or abuse by the CITY personnel, the JAA will not perform the improvement work, and will require the CITY to pay for correction of all damages to JAA property. If the CITY fails to make the corrections within ninety (90) Days, the JAA may do so at its expense and deduct said amount from monetary amounts payable to the CITY.
- 6.5 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, budget constraints, or any other cause, beyond the reasonable control of the JAA. The JAA shall be liable for structural repairs and maintenance within its reasonable control. If the JAA fails to make the corrections within ninety (90) days, the City may do so at its expense and charge said amount to JAA. JAA will replace and procure all fire fighting vehicles necessary to comply with FAR Part 139 /Index D requirements.
- 6.6 The CITY and JAA will jointly create and agree upon an ARFF Vehicle Replacement Program for the vehicles listed on the Vehicle Replacement Schedule, attached hereto as **Exhibit B**. The Vehicle Replacement Program shall be consistent with usage and aviation industry standards, and will budget for and purchase replacement apparatus as federal grants and/or Passenger Facility Charge funds become available. The Vehicle Replacement Schedule

should be in place by January 31, 2011. Such replacement shall be included as part of JAA's Annual Capital Budget. It is solely JAA's responsibility to ensure that JIA remains in compliance with FAR Part 139/Index D (www.FAA.gov) requirements when fire fighting vehicles receive maintenance or as equipment is refurbished. Should the CITY plan to take a JAA owned vehicle off-site for any reason other than for emergency calls, business, or training, the CITY must first receive approval from Director or his designated representative.

- 6.7 JAA will retain ownership of all existing and future fire fighting vehicles purchased by the JAA.
- 6.8 JAA will perform maintenance on the Equipment described in **Exhibit B, Fire Equipment and Apparatus Owned by JAA.**
- 6.9 JAA will be responsible for overtime pay to maintain certification and Credentials within EMT/RPM/ARFF training while maintaining FAR Part 139/Index D minimum staffing requirements.

ARTICLE 7 **Responsibilities of the CITY**

- 7.1 The CITY shall be responsible for the administration, coordination and delivery of first response airport rescue and fire fighting services and medical services at JIA.
- 7.2 The CITY recognizes the importance of utilizing experienced personnel trained in airport rescue and fire fighting techniques at JIA and therefore the CITY agrees that, upon the execution of this Agreement, it shall station only ARFF certified Firefighters at JIA. Nothing herein shall constrain CITY from making disciplinary or remedial transfers or maintaining Advanced Life Safety (ALS) or other legal requirements. CITY shall provide copies of Certifications to JAA.
- 7.3 The CITY shall provide the Services at JIA twenty-four (24) hours a day in accordance with the requirements of **Exhibit E, CITY Staffing and Service Standards for JIA.** **Exhibit E** shall also provide a chain of command structure, along with names and badge numbers, of all those who are authorized to serve at the JIA.
- 7.4 The CITY shall maintain the Premises at all times in a clean condition.
- 7.5 Hazardous Materials Storage. The CITY shall be permitted to store fire suppression agents and any other materials used in accomplishing its mission and will strictly adhere to the environmental compliance provisions noted in Article 17.

- 7.6 The CITY agrees to use its best efforts to maintain the same standard of first response emergency airport rescue and fire fighting and medical services that exist on the Effective Date of this Agreement. All provisions of FAR Part 139 pertaining to the provision of ARFF Services shall be met by CITY. JIA will maintain the minimum requirements to meet Index D. From time to time, CITY will provide, upon the request of the Director, reports on aircraft alerts and rescue runs to the terminal complex.
- 7.7 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 airport rescue, fire fighting and medical service that was provided by the JAA prior to the Effective Date of this Agreement.
- 7.8 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 Director or his designee.
- 7.9 The CITY, subject to the provisions and limitations of Section 768.28, Florida Statutes, shall repair or pay the cost of repair of all damage to the JAA's property caused by the negligent acts and/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. Any tenant request for improvements to land or building must be requested in writing by the Director Fire Chief with oversight of the ARFF Station Captain and approved in advance by the Director.
- 7.10 The JAA and the CITY may conduct a walkthrough of the ARFF Station at the beginning of each contract year to survey and document its structural and apparatus condition for the purpose of creating a status/repair list for the contract year to be performed by the JAA, at JAA's cost. The JAA and CITY will prioritize the list of improvements, evaluate costs, and schedule the work agreed upon as part of the Annual Operating Budget.
- 7.11 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, (ii) all Airport Rules and Regulations, (iii) Airport Security Program, and (iii) Storm Water Protection Program (SWPP) which now exist or may hereafter be promulgated by the JAA; provided however, JAA shall immediately provide the City with true and correct copies of all federal, state and local statutes, ordinances, regulations and rules, Airport Rules and Regulations including, but not limited to the Airport Security Violation Notice Program, the Airport Security Program, the SWPP, and of all amendments and updates to all

Airport Rules, Regulations and Programs (collectively referred to as the "Materials"). The JAA must get a written receipt for all such materials provided to the CITY. To the extent that the JAA has not provided the City with such Materials and amendments and updates thereto, the CITY shall not be responsible or liable for violations thereof.

- 7.12 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 Article 10 herein. Any expenses associated with this provision are not reimbursable by the JAA, except for workers compensation premiums.
- 7.13 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.
- 7.14 CITY agrees that its employees will conduct no personal business while on duty or use the Premises for such activities. CITY agrees that Premises are not to be used for the parking of personal vehicles or any type of recreational vehicle, unless said personal vehicle is for the transportation of the City employee to and from the work site. Any vehicles in violation of this section will be towed at the owners' expense.
- 7.15 CITY agrees that emergency communication and notification procedures will be consistent with existing practices at JIA.

ARTICLE 8

Budget Review

8.1 Estimated Annual Operating Budget

- 8.1.1 Delivery. No later than May 31st during the Term of this Agreement, the CITY shall prepare and deliver to the JAA an Estimated Annual Operating Budget for the next Fiscal Year. The Estimated Annual Operating Budget for each Fiscal Year shall include the actual cost of the CITY's providing all Services for operations at the JIA, and all other expected costs of the CITY related directly to the provision of CITY Services. Each such Estimated Annual Operating Budget shall include a report, with such detail as shall be reasonably requested by the JAA, showing the costs incurred in the current Fiscal Year, and giving the data necessary to evidence the costs forming the basis for the Estimated Annual Operating Budget.

8.1.2 Review. JAA will review the Estimated Annual Operating Budget for a Fiscal Year, make recommendations to the CITY for any changes, and use the Estimated Annual Operating Budget as revised, to the extent consistent with the parameters described herein for preparation of the JAA budget. The Estimated Annual Operating Budget shall be approved by the City Council as part of both the CITY budget submission and the JAA budget submission. Once approved by the City Council, the Estimated Annual Operating Budget shall become the Annual Operating Budget for that Fiscal Year, and shall thereafter be attached as **Exhibit F, CITY Annual Operating Budget**. After the approval by the City Council for each year has been completed, the Parties are authorized to replace **Exhibit F** with the Annual Operating Budget for that Fiscal Year

8.2 Annual Operating Budget. Once the Annual Operating Budget is approved by the City Council, the JAA shall not be required to pay any amount in excess of the total amount provided for in that Annual Operating Budget unless such excess has been previously approved in writing by the JAA in response to exigent circumstances, or has been demonstrated to be owed for services in the Annual Report..

8.4 Payments for Service

8.4.1 For the current fiscal year, October 1, 2010 through September 30, 2011, the Parties have agreed that the Services will be provided for the total sum, of ~~two million, nine hundred thousand dollars (\$2,900,000)~~ (\$2,863,518)

8.4.2 Amount of Payments. For each Fiscal Year the JAA will pay the CITY the Amounts set forth in the Annual Operating Budget approved by City Council for that particular fiscal year and set forth in **Exhibit F**. Within thirty (30) days after the end of each quarter, the CITY shall deliver to the JAA an invoice for twenty-five percent (25%) of the Annual Operating Budget for such Fiscal Year, which invoice shall represent the amount owed by the JAA to the CITY for such quarter. The JAA will deliver to the CITY the amount invoiced within thirty (30) days after the JAA's receipt of the invoice, excluding only those amounts where (i) payment is disputed in good faith by the JAA, and (ii) prior to the expiration of such thirty (30) day period, the JAA has notified the CITY in writing of the basis of such good faith dispute. The parties shall negotiate in good faith to resolve such dispute within thirty (30) days after the CITY's receipt of such written notice from the Authority.

8.5 Within thirty (30) days after the end of each Fiscal Year, the CITY will complete an Annual Fiscal Report (the "Annual Report") with backup information as reasonably requested by the JAA for the preceding Fiscal Year and deliver a copy of such report to the JAA. The Annual Report shall provide the JAA with a statement of funds expended with respect to the service provided by the City to

the JAA. The statement of funds expended shall list the services performed and the amount paid for said services, and be accompanied by the appropriate supporting documentation in a mutually agreed upon format and in enough detail to substantiate all expenses reported. Based on the Annual Report, an annual reconciliation will be performed to determine whether the JAA is required to make an additional payment to the CITY or the CITY is required to make a reimbursement to the JAA. If any additional payment or reimbursement is required, said payment or reimbursement shall be made within the first quarter of the subsequent fiscal year

- 8.6 The expenses included in the Annual Operating Budget must be in compliance with the FAA Rules and Regulations Regarding Uses of Airport Revenue, as contained in the FAA Airport Compliance Manual, Order 5190.6B.
- 8.7 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.
- 8.8 CITY shall maintain a separate and distinct cost center sufficient to comply with FAA and JAA requirements.
- 8.9 At all reasonable times, the JAA shall have the right, through its representatives, to audit all of the records of the CITY's Services relating to expenses charged to this activity after providing the CITY with three (3) business days 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 CITY Services, such error(s) will be corrected within thirty (30) days of the date such error(s) is identified. The audit specifically request detailed information, including a statement of funds expended, which shall list (i) who performed the services; (ii) what services were performed; (iii) the amount paid for said services; (iv) individual listing of each pay grade and pay category; and (v) copies of cancelled checks for payments made to third party vendors.
- 8.10 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, or as may be otherwise required by the State of Florida public records retention schedules.

ARTICLE 9

Access to Premises / Relocation of Premises

- 9.1 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.

- 9.2 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.

ARTICLE 10 **Indemnification**

- 10.1 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 negligent acts and/or omissions with respect to its 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.
- 10.2 This Article 10 Indemnification, 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.
- 10.3 It is expressly agreed that CITY shall neither indemnify, defend, nor hold the JAA harmless for events; occurrences or conditions which took place prior to the Effective Date of this Agreement or assume any liability or responsibility for the same.

ARTICLE 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 AVIATION AUTHORITY:

Executive Director/CEO
Jacksonville Aviation Authority
Post Office Box 18018
Jacksonville, FL 32229

cc: Director, Jacksonville International Airport
P. O. Box 18018
Jacksonville, FL 32229

CITY OF JACKSONVILLE, FLORIDA:

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.

ARTICLE 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.

ARTICLE 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.

ARTICLE 14
Termination by JAA or City

14.1. The JAA or the CITY may terminate this Agreement by giving the other Party one hundred and eighty (180) days written notice of its intent to terminate.

14.2 Surrender of the Premises by CITY.

14.2.1 In the event that this Agreement is terminated, the CITY covenants that, at the time of such termination, it will surrender the Premises in a good state of repair and condition to the JAA, reasonable wear and tear excepted.

14.2.2 All buildings, fixtures and other improvements 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 has 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 negligent acts and/or omissions of the CITY in 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. If the CITY fails to make the corrections within ninety (90) days, the JAA may do so at its expense and invoice CITY said amount.

14.2.3 CITY shall not remove or demolish, in whole or in part, any improvements placed upon the ARFF Station 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.

ARTICLE 15
Environmental Compliance

15.1 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.

15.2 Subject to the provisions in Article 7 of this Agreement, the CITY must comply with all provisions of the JIA Storm Water Protection Program (SWPP). Failure to provide reports, when due, to the JAA Environmental Coordinator may result in penalty action, as levied by the EPA, and/or the JAA as defined in the Airport Rules and Regulations.

- 15.3 If, due to CITY's negligent acts and omissions with respect to its actions or activities, after the effective date of the Agreement, 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.

ARTICLE 16

Security

- 16.1 Subject to the provisions in Article 7.11 of this Agreement, CITY, its employees, agents and representatives shall comply with all security measures contained in the Airport Security Program as approved by the Transportation Security Administration, 49 CFR Part 1542. 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.
- 16.2 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. Subject to the provisions in Article 7.11, of this Agreement, CITY employees are subject to the provisions as set forth in the Airport Security Violation Notice Program, up to and including permanent revocation of the badge.

ARTICLE 17

Signage

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

ARTICLE 18
Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the entire 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.

ARTICLE 19
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, either oral or written depending on the circumstances, will be provided.

ARTICLE 20
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.

ARTICLE 21
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, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control.

ARTICLE 22
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.

ARTICLE 23
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.

ARTICLE 24
Governing Law & Dispute Resolution

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. The Parties agree that if they are unable to agree on an Annual Budget, or any other item covered by this Agreement, that disagreement shall be elevated to the Executive Director/CEO of the JAA and the Director of Fire Services for review, discussion and resolution.

ARTICLE 25
Entire Agreement

25.1 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 is 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 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.

25.2 The following are the Exhibits which are a part of this Agreement:

Exhibit A	Premises
Exhibit B	Fire Equipment and Apparatus Owned by JAA
Exhibit C	JAA Personal Property
Exhibit D	CITY Personal Property
Exhibit E	CITY Staffing and Service Standards

Exhibit F Annual Operating Budget (to be revised on a Fiscal
Year Basis)
Exhibit G Fire Equipment and Apparatus Owned by City of
Jacksonville

[Remainder of this page is intentionally left blank. The signature page follows.]

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

ATTEST:

JACKSONVILLE AVIATION AUTHORITY

By: *Melvin Marchia Lee*

By: *St. Grossman*
Steven Grossman
Executive Director/CEO

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 Ross
Chief Financial Officer
Jacksonville Aviation Authority

Approved as to Form:

Demva A. Boyer
Assistant General Counsel

Derek Igoe
Deputy Chief Administrative Officer
For: Mayor John Peyton
Under Authority of
Executive Order No. 10-02

ATTEST:



CITY OF JACKSONVILLE, FLORIDA

By: *Neil W. McArthur, Jr.*
Neil W. McArthur, Jr.
Corporation Secretary

John Peyton
John Peyton, 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.

James R. McCarry
Director of Finance
City Contract # 9489-02

JRW

Form Approved:

James R. McCarry
Office of General Counsel

EXHIBIT "A"
TO THE
Interlocal Agreement Between JAA and City of Jacksonville

PREMISES

EXHIBIT "B"
TO THE

Interlocal Agreement Between JAA and City of Jacksonville

FIRE EQUIPMENT AND APPARATUS OWNED BY JAA

<u>Asset Number</u>	<u>Asset Description</u>	<u>Serial Number</u>
3663	1991 Emergency One Twin Agent Quick Response Vehicle	2FDL47M8MCA61053
9204	2001 Fouts Brothers/Ford F350 Parking Garage/Brush Fighting Vehicle	1FDWX37SO1EC33312
8510	1997 Oshkosh 3,000 Gallon Class 1 ARFF Vehicle	10T9L5EH9V1053996
3396	2005 Striker 3,0000 Crash 18	10TDKAK146SO86459

EXHIBIT "C"
TO THE
Interlocal Agreement Between JAA and City of Jacksonville

JAA PERSONAL PROPERTY

Room 120, Clerical Storage

1 ELT Trainer
2 Multiuse Carts
1 25" Magnavox TV #25P606-00AA
1 Dukane Overhead Projector
1 Space labs AED Trainer
1 Lifepack 12 Defibrillator
2 Blue Chairs
1 Rolling Cart
18 Black Chairs

Captain's Office

1 Rolling Chair
1 Book Case
1 Wooden Desk
1 Credenza
1 lamp
1 computer

1 IBM Keyboard
1 IBM Mouse
1 HP Deskjet 903C Printer
2 Brown Chairs
1 Comdial Phone

Hallway West

1 Union File Cabinet
1 Fax Machine, Sharp

1 Bookcase
1 Metal File Cabinet

Agent Storage Room

1 60" Toro Mower

Foam

55 3% AFFF, 5 Gallon
2 Bolt Container, AFFF

Class Room

1 Large "City of Jax. Map
2 White Tables
1 Dry Erase Board

Captain's Bunk Room

1 Blue Chair
1 Lamp

Room 122 (Phone Room)

8 Blue Chairs

Dormitory (Off. Room)

2 Night Stands
1 Lamp
1 Comdial Phone

Dining Room

1 Large Dining Room Table
6 Large Chairs
1 White Table
1 Seth Thomas Clock
1 Vending Machine
1 Coke Machine
1 Water Fountain
1 Cork Bulletin Board

2 Pictures, Wall hung

1 ELT Transmitter

Hallway East

2 ELF Antennas
1 UHF Ground Portable Radio
2 6 Pack Motorola Charger

PKP

88 Purple K, 5 Gallon
1 1100 lb. Halotron Container

Exercise Room

1 Blue Chair

Clerical Storage

1 Metal File Cabinet
1 Clothes Rack
3 Metal Shelves

Dormitory (Main)

6 Night Stands
1 Comdial Phone
6 lockers (3 each)
1 Blue Chair

Room 141

1 Wooden Desk

1 Comdial Phone
1 Dell 17" Monitor
1 Computer
1 Compaq Keyboard
1 Bulletin Board
2 Rolling Chairs

Day Room

5 Lazy Boy Chairs
1 Comdial Phone
1 Lamp

Laundry Room

1 GE Washer
1 GE Dryer
1 Mud Sink, 36"

EXHIBIT "C"

Interlocal Agreement Between JAA and City of Jacksonville

JAA PERSONAL PROPERTY

Hose Storage Room

1 Hose Storage Rack
6 Hi-Combat 1 ¾" Hose
10 Yellow Jacket 3" Hose
30 4x4x2 Cribbing
1 Pick Head Ax
1 Eagle Beak Cutter
1 Wet Dry Vacuum
1 Wheel Chock (set)
3 Truck Brushes
2 Flat Head Shovels

Breathing Apparatus Room

1 Mako Breathing Air Module
1 Mako Fill Station
1 Wood Storage Rack
4 MSA Backpacks w/o Regulators
2 O2 Cylinders

Nitrogen Cylinders

2 110 Cu. Ft. Nitrogen Cylinders
1 ARGON Cylinder for Blaze 17
1 ARGON Fill Cylinder for Blaze 17
2 Underground Hydrant Wrenches
1 Foam Funnel
2 Dry Chemical Funnels
2 Portable Foam Pumps
1 Mounted Foam Pump
1 Brush Hook
2 Flat Ax
1 4x3 Burn Pan

Fire Extinguishers

3 20 Lb. ABC
1 5lb ABC

EXHIBIT "D"
TO THE

Interlocal Agreement Between JAA and City of Jacksonville

CITY PERSONAL PROPERTY

DDS System with Alarm Panels
IBM Computer, Monitor and Keyboard in watch room
11 Mattresses and Box Springs

EXHIBIT "E"
TO THE
Interlocal Agreement Between JAA and City of Jacksonville

CITY STAFFING AND SERVICE STANDARDS

(Including Chain of Command)

(To Be Furnished by CITY)

Mitchell, April

From: McCormick, Leslie
Sent: Thursday, December 02, 2010 12:48 PM
To: Mitchell, April; Rigdon, Brady
Subject: JIA JFRD Fire Rescue Station 16 Organizational Chart.doc
Attachments: @

Jacksonville Fire and Rescue Department
Jacksonville International Airport
Fire Rescue Organizational Chart

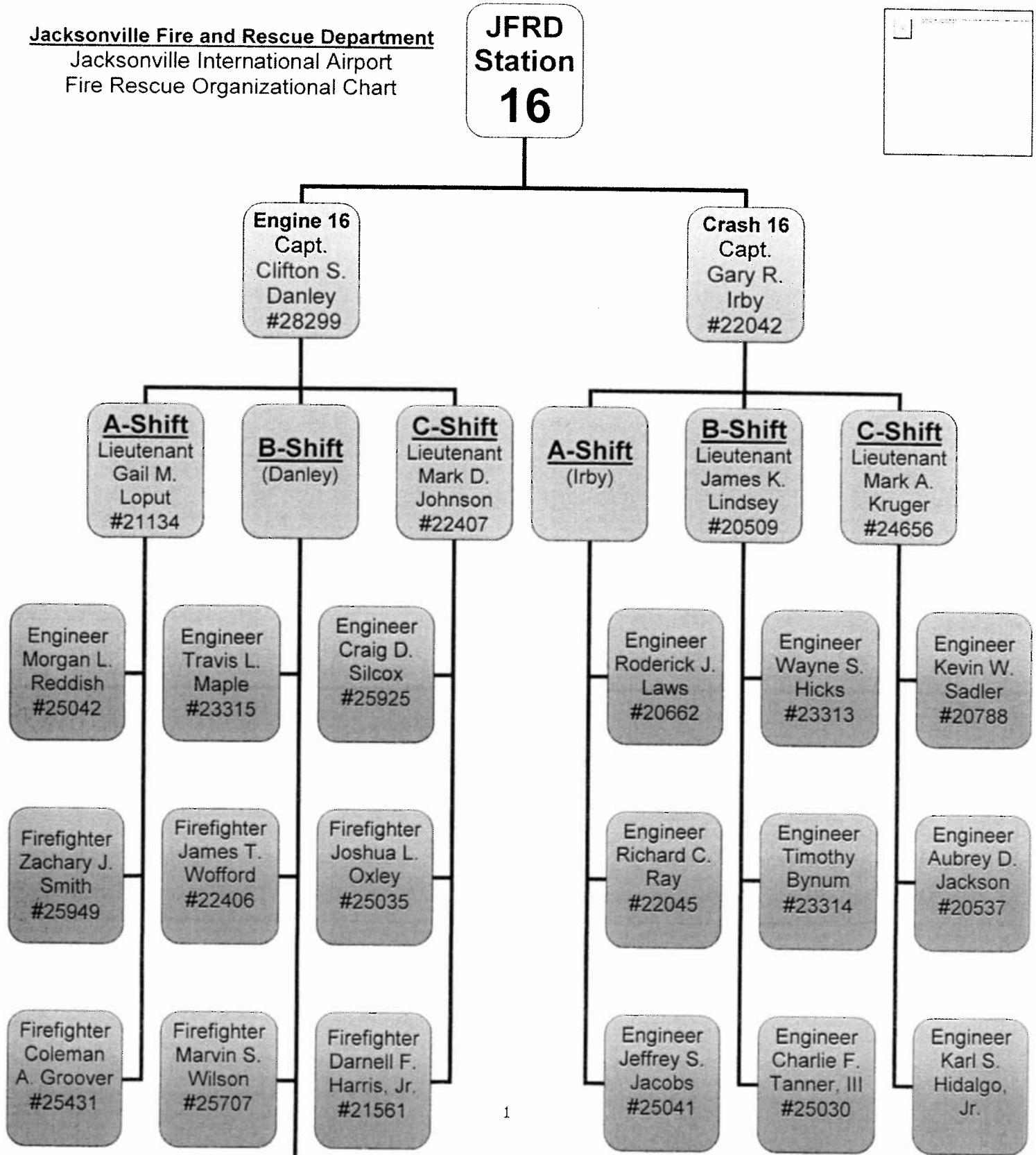


EXHIBIT "F"
TO THE

Interlocal Agreement Between JAA and City of Jacksonville

CITY ANNUAL OPERATING BUDGET
(Revised on Fiscal Year Basis)

(To Be Furnished by CITY)

011	GENERAL FUND - GSD	CURRENT YEAR ACTUALS	ORIGINAL	MAYOR'S	CHANGE	% OF	COUNCIL	POSITIONS	PART-TIME
FR	FIRE AND RESCUE	YTD-Mar	BUDGET	RECOMMENDED	FROM ORIG	ORIG	APPROVED		HOURS
FRFO	FIRE OPERATIONS	PROTECTION			BUDGET	BUDGET			
FRFO011JIA	FIRE SERVICES-JIA								
012	REGULAR SALARIES AND WAGES								
01201	PERMANENT AND PROBATIONARY SALARIES	619,616	1,435,494	1,399,572	-35,922	97	1,399,572	25	
	Total Object 012 REGULAR SALARIES AND WAGES	619,616	1,435,494	1,399,572	-35,922	97	1,399,572	25	
013	OTHER SALARIES AND WAGES								
01302	TERMINAL LEAVE	0	0	0	0	0	0	0	
	Total Object 013 OTHER SALARIES AND WAGES	0	0	0	0	0	0	0	
014	OVERTIME								
01401	SALARIES OVERTIME	45,341	124,678	110,000	-14,678	88	110,000		
01402	FLSA OVERTIME (FIRE)	6,959	16,000	16,000	0	100	16,000		
01403	HOLIDAY OVERTIME (FIRE)	9,420	12,000	12,000	0	100	12,000		
	Total Object 014 OVERTIME	61,721	152,678	138,000	-14,678	90	138,000		
015	SPECIAL PAY								
01501	SPECIAL PAY	43,880	88,645	7,686	-80,959	9	7,686		
01503	LEAVE ROLLBACK / SELLBACK	35,138	16,892	52,855	35,963	313	52,855		
01504	HOLIDAY BUYBACK	27,546	28,833	33,324	4,491	116	33,324		
01506	OUT OF CLASS PAY	12,803	26,674	0	-26,674	0	0		
01511	SPECIAL PAY - PENSIONABLE	0	0	90,600	90,600		90,600		
01516	OUT OF CLASS PAY - PENSIONABLE	0	0	26,674	26,674		26,674		
	Total Object 015 SPECIAL PAY	119,367	161,044	211,139	50,095	131	211,139		
021	FICA TAXES								
02101	PAYROLL TAXES (FICA)	9,500	18,686	18,387	-299	98	18,387		
02102	MEDICARE TAX	11,281	25,645	25,335	-310	99	25,335		
	Total Object 021 FICA TAXES	20,781	44,331	43,722	-609	99	43,722		
022	RETIREMENT CONTRIBUTIONS								
02201	PENSION CONTRIBUTION	261,786	560,399	578,219	17,820	103	578,219		
02204	FL RETIREMENT SYS PENSION CONTRIBUTION	29,744	61,538	60,190	-1,348	98	60,190		
	Total Object 022 RETIREMENT CONTRIBUTIONS	291,530	621,937	638,409	16,472	103	638,409		
023	LIFE AND HEALTH INSURANCE								
02301	GROUP DENTAL PLAN	1,180	2,280	2,322	42	102	2,322		
02303	GROUP LIFE INSURANCE	2,443	6,488	3,109	-3,379	48	3,109		
02304	GROUP HOSPITALIZATION INSURANCE	81,967	164,385	169,838	5,453	103	169,838		
02305	EMPLOYEE ACCIDENTAL DEATH INSURANCE	989	949	943	-6	99	943		
	Total Object 023 LIFE AND HEALTH INSURANCE	86,579	174,102	176,212	2,110	101	176,212		
024	WORKERS' COMPENSATION INSURANCE								
02401	WORKERS' COMPENSATION INSURANCE	13,920	27,840	75,030	47,190	270	75,030		
	Total Object 024 WORKERS' COMPENSATION INSURANCE	13,920	27,840	75,030	47,190	270	75,030		

	CURRENT YEAR ACTUALS YTD-Mar	PROTECTION	ORIGINAL BUDGET	MAYOR'S RECOMMENDED	CHANGE FROM ORG BUDGET	% OF ORG BUDGET	COUNCIL APPROVED	POSITIONS	PART-TIME HOURS
011 GENERAL FUND - GSD									
FR FIRE AND RESCUE									
FRFO FIRE OPERATIONS									
FRFO011JIA FIRE SERVICES-JIA									
040 TRAVEL AND PER DIEM									
04002 TRAVEL EXPENSE	0	3,850	3,850	3,745	-105	97	3,596		
Total Object 040 TRAVEL AND PER DIEM	0	3,850	3,850	3,745	-105	97	3,596		
042 INTERNAL SERVICE ALLOCATIONS									
04210 TELECOMMUNICATION - IS ALLOCATION	720	1,440	1,440	1,264	-176	88	1,264		
04211 COPY CENTER - IS ALLOCATION	144	250	0	291	291		291		
04213 FLEET VEHICLE RENTAL - IS ALLOCATION	7,792	70,000	99,351	96,329	-3,022	97	96,329		
04216 FLEET REPAIRS/MAINT - IS ALLOCATION	9	4,000	5,000	5,013	13	100	5,013		
04217 FLEET PARTS/OIL/GAS - IS ALLOCATION	572	4,000	5,500	2,581	-2,919	47	2,581		
04220 WIRELESS COMMUNICATION - IS ALLOCATION	0	0	0	0	0		0		
Total Object 042 INTERNAL SERVICE ALLOCATIONS	9,237	79,690	111,291	105,478	-5,813	95	105,478		
045 INSURANCE									
04502 GENERAL LIABILITY INSURANCE	5,308	10,616	10,616	9,939	-677	94	9,939		
04504 MISCELLANEOUS INSURANCE	265	265	265	237	-28	89	237		
Total Object 045 INSURANCE	5,573	10,881	10,881	10,176	-705	94	10,176		
049 OTHER CURRENT CHARGES AND OBLIGATIONS									
04931 CLOTHING, CLEAN, SHOE/TRANSFER ALLOW	4,020	13,368	13,368	13,368	0	100	13,368		
04933 MEAL ALLOWANCE	3,456	14,576	14,576	14,400	-176	99	14,400		
04938 MISCELLANEOUS SERVICES & CHARGES	0	150	250	0	-250	0	0		
Total Object 049 OTHER CURRENT CHARGES AND OBLIGATIONS	7,476	28,094	28,194	27,768	-426	98	27,768		
052 OPERATING SUPPLIES									
05204 CLOTHING, UNIFORMS, & SAFETY EQUIPMENT	2,943	7,000	7,300	7,000	-300	96	7,000		
05208 FURNITURE & EQUIPMENT UNDER \$1,000.00	843	843	0	0	0		0		
05216 OTHER OPERATING SUPPLIES	2,322	5,261	5,263	5,000	-263	95	5,000		
Total Object 052 OPERATING SUPPLIES	6,108	13,104	12,563	12,000	-563	96	12,000		
054 BOOKS, PUBLICATIONS, SUBSCRIBERS, MEMBERSHIP									
05401 EMPLOYEE TRAINING	5,171	34,151	34,000	34,000	0	100	22,416		
05402 DUES, SUBSCRIPTIONS & MEMBERSHIPS	0	0	0	0	0		0		
Total Object 054 BOOKS, PUBLICATIONS, SUBSCRIBERS, MEMB	5,171	34,151	34,000	34,000	0	100	22,416		
064 MACHINERY AND EQUIPMENT									
06402 OTHER HEAVY EQUIPMENT	4,154	4,154	0	0	0		0		
Total Object 064 MACHINERY AND EQUIPMENT	4,154	4,154	0	0	0		0		
Total Indexcode FRFO011JIA FIRE SERVICES-JIA	1,251,232	2,645,576	2,818,205	2,875,251	57,046	102	2,863,518		25

EXHIBIT "G"
TO THE

Interlocal Agreement Between JAA and City of Jacksonville

**FIRE EQUIPMENT AND APPARATUS OWNED BY CITY OF
JACKSONVILLE**

Engine 16 2004 American LaFrance MP# 3337