

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NAPLES, FLORIDA
AND THE CITY OF NAPLES AIRPORT AUTHORITY
FOR CRASH, FIRE AND RESCUE PERSONNEL**

THIS AGREEMENT made this _____ day of December 2008 by and between the **City of Naples Airport Authority**, a political subdivision of the State of Florida, whose address is 160 Aviation Drive North, Naples, Florida 34104-3568, Attention: Executive Director, hereinafter referred to as "the Authority," and the **City of Naples**, a political subdivision of the State of Florida, whose address is 735 8th Street South, Naples, Florida 34102, Attention: City Manager, hereinafter referred to as "the City."

In consideration of the mutual benefits and obligations set forth in the Agreement, the parties agree as follows:

SECTION ONE

PERSONNEL AND SERVICES

The City shall provide the Authority, and the Authority shall accept from the City, all certified firefighting personnel necessary to meet the requirements of Federal Aviation Regulation, Part 139.315(b)(1), at the Naples Municipal Airport described in Chapter 69-1326 of the Laws of the State of Florida, as amended. The required personnel shall, in no event, be fewer than that number required by FAR Part 139.315(b)(1). The City shall provide continuing training in aircraft crash, fire and rescue techniques to all City personnel assigned to the Authority in accordance with Federal Aviation Regulation, Part 139.319, and equivalent training to the Authority's supervisory personnel as designated by its Executive Director.

The Authority shall provide to the City, and the City shall accept from the Authority, all crash, fire and rescue equipment and vehicles necessary to meet the requirements of Federal Aviation Regulation, Part 139.317(a). Such crash, fire and rescue vehicles shall be used as the primary response vehicles at the Naples Municipal Airport and shall be staffed by the certified firefighters provided by the City.

The City and the Authority agree that the City shall have the right to deploy City personnel and Authority equipment to provide emergency response services to the City's service areas near the Naples Municipal Airport, but the City shall immediately dispatch replacement personnel and equipment from other City Fire Department facilities sufficient to sustain Airport Index Level A of the FAA Airport Certification Requirements necessary to maintain commercial aircraft operation.

In the event the Authority's crash, fire and rescue vehicles or equipment require maintenance, repair or replacement, of a nature that would remove such vehicles or equipment from service at Naples Municipal Airport, the City shall immediately notify the Executive Director of the planned removal of the vehicles or equipment from service and shall provide replacement vehicles and equipment with adequate firefighting capabilities to the Authority during any periods in which the Authority's crash, fire and

rescue vehicles or equipment are removed from service. The Authority shall reimburse the City for all maintenance and repair expenses of vehicles or equipment owned by the Authority and maintained by the City.

SECTION TWO

EMERGENCY PROCEDURES

In the event of an aircraft incident, fire, rescue requirement or a warning of such event at the Naples Municipal Airport, the City firefighting personnel assigned to the Authority shall follow the procedures outlined in the current version of the Letter of Agreement between the Naples Airport Air Traffic Control Tower and the Authority. City personnel shall also comply with the requirements of the City of Naples Airport Emergency Procedures as set forth in the Naples Municipal Airport Certification Manual in effect at the time of the incident or warning of an emergency.

In the event of an aircraft incident, fire or rescue requirement, or the potential of such emergency, the City personnel assigned to the Authority and all other City personnel brought to the Naples Municipal Airport shall be under the exclusive command and control of the City through its Fire Chief or his designee.

SECTION THREE

MISCELLANEOUS

All routine requests or inquiries, by the Authority, regarding the City's firefighting personnel at the Naples Municipal Airport shall be made by the Authority to the City to the attention of the Fire Chief or his designee. All routine requests or inquiries by the City to the Authority shall be made through the Executive Director or the Operations Director at the Authority.

The Authority shall provide adequate living quarters for City personnel assigned to the Naples Municipal Airport twenty-four (24) hours a day and shall pay all costs associated with the maintenance of the living quarters.

SECTION FOUR

DURATION OF SERVICE AND FEE FOR SERVICE

This Agreement shall commence at 12:01 a.m. on January 1, 2009, unless sooner terminated, and terminate at 12:00 Midnight December 31, 2011.

Unless terminated in writing by the City or the Authority ninety (90) days prior to December 31, 2011, this Agreement shall continue thereafter on a month-to-month basis until the City or the Authority provides the other with a notice of termination dated ninety (90) days prior to the expected date of termination.

The Authority shall pay the City for all personnel and services provided to the Authority by the City under this Agreement the sum FIVE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED AND FIFTY FOUR DOLLARS (\$538,554) payable in twelve (12) monthly installments of FORTY FOUR THOUSAND EIGHT HUNDRED AND EIGHTY (\$44,880) on or before the 10th day of the month commencing on 01 January 2009.

Between the hours of 10:00 pm and 6:00 am each day, the City reserves the right to use personnel at its sole discretion for emergency response. Additionally, between the hours of 10:00 pm and 6:00 am daily, the City reserves the right to reassign one (1) person for other Fire Department duties to relieve overtime unless notified by the Authority of a scheduled airline operation.

If at any time during the term of this Agreement, the NAA requires personnel on a consistent basis between the hours of 10:00 pm and 6:00 am daily ("after hours") due to a scheduled airline operation, the Authority shall pay the City an additional sum of One hundred and seventy nine thousand five hundred and twenty dollars (\$179,529) payable in twelve (12) equal monthly installments of Fourteen Thousand Nine Hundred and Sixty Dollars (\$14,960) monthly. This additional payment shall only be made during the months of the scheduled "after hours" operation.

The annual fee for personnel and services may be increased on October 1, 2009 and on a like day each year thereafter by increasing the first year annual fee by an amount equal to any increases in the salary or benefits paid by the City to its firefighting personnel. The City shall advise the Authority no later than June 1st of each year during the term of this Agreement of any such planned increase and advise the Authority of the amount due for the ensuing twelve (12) month period.

The foregoing notwithstanding, either the City or the Authority may terminate this Agreement at any time by providing the other party with written notification of its intent to terminate the Agreement ninety (90) days prior to the date of termination.

This Agreement is entered into pursuant to the authority granted in the Florida Interlocal Cooperation Act, Chapter 163 Part I, Chapter 166, Chapter 189, and other relevant provisions of Florida Statutes and Federal Law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their appropriate officials, the day and year first above written.

ATTEST:

CITY OF NAPLES AIRPORT AUTHORITY
A Political Subdivision of the State of
Florida

Theodore D. Soliday
Executive Director

By: _____
John N. Allen
Chairman

ATTEST:

CITY OF NAPLES

Tara Norman
City Clerk

By: _____
A. William Moss
City Manager

Approved as to form and legal sufficiency

F. Joseph McMackin
NAA Legal Counsel

Robert D. Pritt
City of Naples Attorney