

**FIRST AMENDMENT TO AGREEMENT TO PROVIDE
AIRCRAFT RESCUE AND FIREFIGHTING SERVICES
BETWEEN THE
CITY OF VERO BEACH
AND
INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT**

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE AIRCRAFT RESCUE AND FIREFIGHTING SERVICES (hereinafter “Amendment”) is made and entered into this ____ day of _____, 2023 (“Effective Date”), by and between the **CITY OF VERO BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the state of Florida, whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389 (hereinafter “City”), and **THE INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT**, a dependent special taxing district, organized under the laws of the state of Florida, whose mailing address is 1801 27th Street, Vero Beach, FL 32960 (hereinafter “District”). City and District may also be referred to herein individually as a “party” or collectively as the “parties.”

RECITALS

WHEREAS, City and District entered into an Agreement to Provide Aircraft Rescue and Firefighting Services dated October 1, 2021 (“Agreement”) to the Vero Beach Regional Airport (“Airport”) located at 3400 Cherokee Drive, Vero Beach, Florida (hereinafter “Premises”); and

WHEREAS, City and District agree to amend this Agreement to meet the ARFF index requirements for operation of an additional water truck, as provided by the County, for use by an additional aircraft carrier,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and District, intending to be legally bound, do hereby mutually agree as follows:

1. The foregoing “WHEREAS” clauses are hereby adopted by the parties and incorporated herein as part of the basis for this Amendment.
2. During the duration of this Amendment, Article 4 of the Agreement (ARFF Vehicles, Minimum Obligations and Responsibilities) shall be amended to require District to provide a Class A Fire Pumper carrying a minimum of 750 gallons of water or a 3,000-gallon

Water Tanker, so that the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons, as outlined in §139.317(b)(2)(ii). The District shall also provide a State of Florida Certified Firefighter who is trained and qualified in the efficient and safe operations of that vehicle and who meets the certification requirements under Title 14, Code of Federal Regulations (CFR), Part 139 (14 CFR Part 139).

3. During the duration of this Amendment and up until October 1, 2023, Article 3 (Payment, Payment Adjustments) of the Agreement shall be amended to require City to pay to District an additional sum of \$200 per scheduled single flight and \$400 per scheduled double flight as made by the additional aircraft carrier. The schedule of flights through September 4, 2023, is as set forth in Exhibit “A” to this Amendment. Changes to the amounts owed by City to District will be adjusted annually beginning October 1, 2023 to reflect the cost of the District to provide such services. Additionally, any financial impact to the District due to changes to the duration of the single, four hours, and double, eight hours, flights will be addressed in a subsequent amendment.

4. During the duration of this Amendment, if the City provides notice of cancellation of a single or double flight at least 24 hours before the scheduled flight to the Indian River County Emergency Services Director, the City may deduct the required monthly payment, as adjusted by this Amendment, for the cost charged for such service.

5. On July 31st, City shall provide District with a schedule of flights for September 2023 through December 2023, which shall serve as the basis for the increased monthly payment for that period as described in section 3 above. Every four months, beginning November 30, 2023, the City shall provide four-month schedules to District.

6. The remaining terms and conditions of the Agreement shall remain in full force and effect, unless specifically amended by agreement of the Parties.

7. This Amendment shall be binding upon, and shall inure to the benefit of, City and District and their respective successors and assigns.

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

SIGNATURE PAGES TO FOLLOW

DISTRICT:
INDIAN RIVER COUNTY
EMERGENCY SERVICES DISTRICT,
a dependent special taxing district,
By its Board of County Commissioners

ATTEST:

By: _____
Jeffrey R. Smith
Clerk of Court and Comptroller

Sign: _____
Joseph H. Earman
Chairman

[SEAL]

Approved by BCC: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2023, by **JOSEPH H. EARMAN**, Chairman of the Board of County Commissioners, on behalf of **INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT**, a dependent special taxing district, who is personally known to me or has produced _____ as identification.

Seal:

Sign: _____
Notary Public, State of Florida at Large
Print Name: _____
Notary Commission No.: _____
My Commission Expires: _____

Approved as to form and legal sufficiency:

Dylan Reingold, County Attorney

Approved as to County policy:

Michael C. Zito, Interim County Administrator

**CITY:
CITY OF VERO BEACH, FLORIDA**

ATTEST:

Tammy K. Bursick
City Clerk

By: _____
John E. Cotugno
Mayor

Date: _____

(Seal)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2023, by **John E. Cotugno**, as Mayor, and attested by **Tammy K. Bursick**, as City Clerk of the City of Vero Beach, Florida. Both are personally known to me.

Seal:

Sign: _____
Notary Public, State of Florida at Large
Print Name: _____
Notary Commission No.: _____
My Commission Expires: _____

ADMINISTRATIVE REVIEW
(For Internal Use Only–Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency
COVB only:

Approved as to conforming to municipal for
policy:

John S. Turner
City Attorney

Monte K. Falls, P.E.
City Manager

Approved as to financial requirements:

Approved as to technical requirements:

Cynthia D. Lawson
Finance Director

J. Todd Scher
Airport Director