



GREATER NAPLES FIRE RESCUE DISTRICT  
BOARD OF FIRE COMMISSIONERS  
Action Item Worksheet

**NEW BUSINESS**

**Agenda Item:** III. B.  
**Subject:** MM 63 Third Amendment  
**Meeting Date:** May 6, 2026  
**Prepared By:** Chris Wolfe, Fire Chief

---

**Background**

The District previously executed first and second amendments to the 2019 Interlocal Agreement with FDOT increasing the annual reimbursement to \$2,000,000. FDOT has formally notified the District of its intent to terminate the agreement effective June 30, 2027. Execution of a third amendment is necessary to maintain the \$2,000,000 reimbursement for FY 2026-2027.

FDOT has identified Collier County as the successor agency for fire, rescue, and emergency management services at Station 63. Depending on what Collier County's intentions are to provide services to this area, the District will be required to re-open and re-negotiate the Ochopee Interlocal Agreement to continue providing services to that area.

**Funding Source/Financial Impact**

Maintains the maximum allowable reimbursement of \$2,000,000 for FY 2026-2027.

**Recommendation**

Staff recommends the approval of the third amendment to the Interlocal Agreement between FDOT and the District as presented.

**Potential Motion**

I move to approve the third amendment to the Interlocal Agreement between FDOT and the District as presented.

**Attachment**

1. Third Amendment of Interlocal Agreement between FDOT and GNFD

**Legal Review**

This AIW and its contents have been reviewed by legal counsel for sufficiency.

- Approved
- Not Approved
- Not Applicable

Comments (if any):

Reviewed by: Laura Donaldson

Date: April 8, 2026

**THIRD AMENDMENT OF INTERLOCAL AGREEMENT**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF TRANSPORTATION AND**  
**GREATER NAPLES FIRE RESCUE DISTRICT**

This Third Amendment of the Interlocal Agreement (“Amendment”) is by and between the Greater Naples Fire Rescue District, an independent special district of the State of Florida created under Chapter 2014-240, Laws of Florida (the “Fire District”) and the State of Florida, Department of Transportation (the “Department”) (collectively, the “Parties” and each a “Party”). This Third Amendment is effective on the last date signed.

**RECITALS**

WHEREAS, Pursuant to Section 338.26(3), Florida Statutes, Collier County ("County") and the Department previously entered into an interlocal agreement (along with an incorporated Airspace Agreement) effective May 9, 2014 (and as subsequently amended, the "Original Interlocal Agreement") to develop and operate a fire station at the Department's Mile Marker 63 Rest Area ("the Fire Station") on Alligator Alley in Collier County, Florida, and

WHEREAS, In accordance with the Original Interlocal Agreement, the Department constructed the Fire Station. Subsequently, the County assigned, and the Fire District assumed, the County’s rights and obligations under the Original Interlocal Agreement. The Fire District is currently operating the Fire Station and providing fire, rescue and emergency management services to the public on Alligator Alley, and

WHEREAS, Chapter 2019-153, Laws of Florida, amended the provisions of Section 338.26(3), Florida Statutes, governing funding and operation of the Fire Station. Pursuant to Chapter 2019-153, effective July 1, 2019, through no later than June 30, 2027, the parties entered into a second interlocal agreement (2019 Interlocal Agreement) to use Alligator Alley toll revenues to reimburse the Fire District for direct actual costs of operating the Fire Station; obligating the Fire District to contribute ten percent (10%) of the direct actual operating costs of operating the Fire Station; and providing for the transfer of ownership and title of all fire, rescue, and emergency equipment to the state at the end of the term of the Interlocal Agreement, and

WHEREAS, Chapters 2024-57 and 2024-173, Laws of Florida, further amended the provisions of Section 338.26(3), Florida Statutes, and the applicable sections of the Laws of Florida, are attached as Exhibit A, and

WHEREAS, In accordance with the termination provisions in the 2019 Interlocal Agreement, the Department has provided notice to the Fire District of its decision to terminate the 2019 Interlocal Agreement effective June 30, 2027, which is attached as Exhibit B, and

WHEREAS, The parties executed First and Second Amendments to the 2019 Interlocal Agreement to codify the statutory requirement to increase the amount of reimbursement to the local governmental entity for the 2024-2025 and 2025-2026 fiscal years to Two Million Dollars and 00/100 (\$2,000,000.00), and

WHEREAS, The statutorily required five-year comprehensive plan has not been reviewed and adopted by the parties prior to the start of the 2026-2027 fiscal year, and the Parties agree that a third Amendment to the 2019 Interlocal Agreement that provides the funding for the 2026-2027 fiscal year is appropriate, and

WHEREAS, The local governmental entity receiving Department funding under Section 338.26(3), Florida Statutes, is required to use the Fire Station to provide fire, rescue, and emergency management services exclusively to the public on Alligator Alley, and

WHEREAS, The Fire District has authority to enter into this Amendment and undertake the Project defined in the 2019 Interlocal Agreement.

In consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

#### AGREEMENT

1. Recitals. The Recitals above are true and correct and are incorporated into this third Amendment.
2. Purpose. The purpose of this amendment is to increase the maximum amount of reimbursement to the Fire District to Two Million Dollars and 00/100 (\$2,000,000.00) for the 2026-2027 fiscal year.
3. Section 4.a. on page 2 of the 2019 Interlocal Agreement, as amended, is deleted and replaced in full by the following:
  - a. The anticipated annual cost of the Project is Two Million Two Hundred Twenty-Two and 22/100 (\$2,222,22.22), for each of the 2025-2026 and 2026-2027 state fiscal years ("Total Project Funding"). In any state fiscal year during the term of this Agreement in which the costs of the Project exceed the Total Project Funding, the Fire District shall fund all costs of the Project in excess of such amount.

4. Section 4.b. on page 3 of the 2019 Interlocal Agreement, as amended, is deleted and replaced with the following:

b. The Total Project Funding is based upon the estimate for the 2026-2027 fiscal year (July 1, 2026 to June 30, 2027) summarized in Exhibit "B" attached to and incorporated into this Agreement. Each budget category subtotal and individual line-item costs contained in Exhibit "B" to this Agreement are only estimates. Shifts between budget categories and budget line items by the Fire District are acceptable and shall not require an amendment of this Agreement.

5. Section 4.c. on page 3 of the 2019 Interlocal Agreement, as amended, will be deleted and replaced with the following:

c. In each state fiscal year during the term of this Agreement, the Fire District shall be responsible for ten percent (10%) of the Total Project Funding and the Department shall be responsible for a maximum ninety percent (90%) of the Total Project Funding, with the Department's responsibility limited to Two Million Dollars and 00/100 (\$2,000,000.00) for the 2025-2026 fiscal year and the Department's responsibility limited to Two Million Dollars and 00/100 (\$2,000,000.00) for the 2026-2027 fiscal year ("State Funding Contribution"). In accordance with Section 338.26(3)(a), Florida Statutes, the Department's obligation to pay the State Funding Contribution to the Fire District is limited in each state fiscal year to the amount of Alligator Alley tolls revenues remaining after payment of all other statutorily required items, including the costs of operation and maintenance of Alligator Alley and outstanding contractual obligations, including all amounts required to be paid under the terms of the resolution pursuant to which the Bonds are issued, as determined by the Department (the "Excess Toll Revenues"). Notwithstanding, the Department shall use good faith in determining whether Excess Toll Revenues are available to make the State Funding Contribution to the Fire District. The Fire District's performance under this Agreement is contingent upon payment of the State Funding Contribution by the Department to the Fire District.

6. Exhibit B of the 2019 Interlocal Agreement, as amended, is deleted and replaced with a new Exhibit B, attached to this Amendment as Exhibit C.

7. Full force and Effect. The sections not mentioned in this Amendment and the remainder of the Interlocal Agreement shall remain in full force and effect as written.

8. Counterparts; Emails Signatures. The Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all such counterparts shall constitute one amendment. To facilitate execution of the third Amendment, the Department

and the Fire District may execute and exchange by email as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates below.

GREATER NAPLES FIRE RESCUE  
DISTRICT

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Mark Cherney

Printed Name: James Driggers, P.E. \_\_\_\_\_

Title: Chairman

Title: Interim District Secretary

Date: \_\_\_\_\_

Date executed by Department:  
\_\_\_\_\_

Legal Review (Department)  
\_\_\_\_\_

Exhibit A  
Applicable Sections of Chapters 2024-57 and 2024-173, Laws of Florida

(c) Notwithstanding any other provision of law to the contrary, any prepaid toll account of any kind which has remained inactive for ~~10~~ 3 years ~~is shall~~ be presumed unclaimed and its disposition shall be handled by the Department of Financial Services in accordance with all applicable provisions of chapter 717 relating to the disposition of unclaimed property, and the prepaid toll account shall be closed by the department.

Section 7. Paragraph (a) of subsection (3) of section 338.26, Florida Statutes, is amended to read:

338.26 Alligator Alley toll road.—

(3)(a) Fees generated from tolls shall be deposited in the State Transportation Trust Fund and shall be used:

1. To reimburse outstanding contractual obligations;
2. To operate and maintain the highway and toll facilities, including reconstruction and restoration;
3. To pay for those projects that are funded with Alligator Alley toll revenues and that are contained in the 1993-1994 adopted work program or the 1994-1995 tentative work program submitted to the Legislature on February 22, 1994; and

4. ~~By interlocal agreement effective July 1, 2019, through no later than June 30, 2027, to reimburse a local governmental entity for the direct actual costs of operating the fire station at mile marker 63 on Alligator Alley, which shall be used by the local governmental entity to provide fire, rescue, and emergency management services exclusively to the public on Alligator Alley. The local governmental entity must contribute 10 percent of the direct actual operating costs.~~

a. The interlocal agreement effective July 1, 2019, through June 30, 2027, shall control until such time that the local governmental entity and the department enter into a new agreement or agree to extend the existing agreement. For the 2024-2025 fiscal year, the amount of reimbursement may not exceed \$2 million.

b. By December 31, 2024, and every 5 years thereafter, the local governmental entity shall provide a maintenance and operations comprehensive plan to the department. The comprehensive plan must include a current inventory of assets, including their projected service life, and area service needs; the call and response history for emergency services provided in the preceding 5 years on Alligator Alley, including costs; and future projections for assets and equipment, including replacement or purchase needs, and operating costs.

c. The local governmental entity and the department shall review and adopt the comprehensive plan as part of the interlocal agreement.

d. In accordance with projected incoming toll revenues for Alligator Alley, the department shall include the corresponding funding needs of the comprehensive plan in the department's work program, and the local governmental entity shall include the same in its capital comprehensive plan and appropriate fiscal year budget. The amount of reimbursement to the local governmental entity may not exceed \$1.4 million in any state fiscal year.

e. At the end of the term of the interlocal agreement, the ownership and title of all fire, rescue, and emergency equipment purchased with state funds and used at the fire station during the term of the interlocal agreement transfers to the state.

Section 8. Subsection (5) is added to section 339.08, Florida Statutes, to read:

339.08 Use of moneys in State Transportation Trust Fund.—

(5) The department may not expend any state funds as described in s. 215.31 to support a project or program of any of the following entities:

(a) A public transit provider as defined in s. 341.031(1);

(b) An authority created pursuant to chapter 343, chapter 348, or chapter 349;

(c) A public-use airport as defined in s. 332.004; or

(d) A port listed in s. 311.09(1),

which is found in violation of s. 381.00316. The department shall withhold state funds until the public transit provider, authority, public-use airport, or port is found in compliance with s. 381.00316.

Section 9. Section 339.0803, Florida Statutes, is amended to read:

339.0803 Allocation of increased revenues derived from amendments to s. 320.08 by ch. 2019-43.—

(1) Beginning in the 2021-2022 fiscal year and each fiscal year thereafter, funds that result from increased revenues to the State Transportation Trust Fund derived from the amendments to s. 320.08 made by chapter 2019-43, Laws of Florida, and deposited into the fund pursuant to s. 320.20(5)(a) must be used to fund arterial highway projects identified by the department in accordance with s. 339.65 and may be used for projects as specified in ss. 339.66 and 339.67. For purposes of the funding provided in this section, the department shall prioritize use of existing facilities or portions thereof when upgrading arterial highways to limited or controlled access facilities. However, this section does not preclude use of the funding for projects that enhance the capacity of an arterial highway. The funds

(e) If, at the discretion of the department, a sale to a person other than an abutting property owner would be inequitable, the property may be sold to the abutting owner for the department's current estimate of value.

Section 12. Paragraph (a) of subsection (3) of section 338.26, Florida Statutes, is amended to read:

338.26 Alligator Alley toll road.—

(3)(a) Fees generated from tolls shall be deposited in the State Transportation Trust Fund and shall be used:

1. To reimburse outstanding contractual obligations;
2. To operate and maintain the highway and toll facilities, including reconstruction and restoration;
3. To pay for those projects that are funded with Alligator Alley toll revenues and that are contained in the 1993-1994 adopted work program or the 1994-1995 tentative work program submitted to the Legislature on February 22, 1994; and

4. By interlocal agreement effective ~~July 1, 2019, through no later than June 30, 2027,~~ to reimburse a local governmental entity for the direct actual costs of operating the fire station at mile marker 63 on Alligator Alley, which shall be used by the local governmental entity to provide fire, rescue, and emergency management services exclusively to the public on Alligator Alley. The local governmental entity must contribute 10 percent of the direct actual operating costs.

a. The interlocal agreement effective July 1, 2019, through no later than June 30, 2027, shall control until such time that the local governmental entity and the department enter into a new agreement or agree to extend the existing agreement. For the 2024-2025 fiscal year, the amount of reimbursement shall not exceed \$2 million.

b. By December 31, 2024, and every 5 years thereafter, the local governmental entity shall provide a maintenance and operations comprehensive plan to the department. The comprehensive plan must include a current inventory of assets, including their projected service life, and area service needs; the call and response history for emergency services provided in the preceding 5 years on Alligator Alley, including costs; and future projections for assets and equipment, including replacement or purchase needs, and operating costs.

c. The local governmental entity and the department shall review and adopt the comprehensive plan as part of the interlocal agreement.

d. In accordance with projected incoming toll revenues for Alligator Alley, the department shall include the corresponding funding needs of the comprehensive plan in the department's work program, and the local

governmental entity shall include the same in its capital comprehensive plan and the appropriate fiscal year budget ~~The amount of reimbursement to the local governmental entity may not exceed \$1.4 million in any state fiscal year.~~

e. At the end of the term of the interlocal agreement, the ownership and title of all fire, rescue, and emergency equipment purchased with state funds and used at the fire station during the term of the interlocal agreement transfers to the state.

Section 13. Section 339.28201, Florida Statutes, is created to read:

339.28201 Local Agency Program.—

(1) There is created within the department a Local Agency Program for the purpose of providing assistance to subrecipient agencies, which include counties, municipalities, intergovernmental agencies, and other eligible governmental entities, to develop, design, and construct transportation facilities using funds allocated by federal agencies to the department which are then suballocated by the department to local agencies.

(2) The department is responsible for oversight of funded projects on behalf of the Federal Highway Administration. The department shall update the project cost estimate in the year the project is granted to the local agency and shall include a contingency amount as part of the project cost estimate.

(3) Local agencies shall prioritize and budget local projects through their respective metropolitan planning organizations or governing boards that are eligible for reimbursement for the services provided to the traveling public through compliance with applicable federal statutes, rules, and regulations.

(4) Federal-aid highway funds are available only to local agencies that are certified by the department based on their qualifications, experience, ability to comply with federal requirements, and ability to undertake and satisfactorily complete the work.

(5) At a minimum, such local agencies shall include in their contracts to develop, design, or construct transportation facilities the department's Division I General Requirements and Covenants for local agencies and a contingency amount in the project cost to account for unforeseen conditions.

Section 14. Subsection (3) of section 339.2825, Florida Statutes, is amended to read:

339.2825 Approval of contractor-financed projects.—

(3) This section does not apply to a comprehensive ~~public-private partnership~~ agreement authorized in s. 334.30(2)(a).

Section 15. Subsection (4) of section 627.06501, Florida Statutes, is amended to read:

Exhibit B  
Notice of Termination of the 2019 Interlocal Agreement



**Florida Department of Transportation**

**RON DESANTIS**  
GOVERNOR

801 N. Broadway Ave  
Bartow, FL 33830

**JARED PERDUE, P.E.**  
SECRETARY

April 2, 2026

Chris Wolfe, Fire Chief  
Greater Naples Fire Rescue District  
14575 Collier Boulevard  
Naples, Florida 34119

**NOTICE OF TERMINATION**

Re. Interlocal Agreement between FDOT and Greater Naples Fire District, eff July 1, 2019

Dear Chief Wolfe,

Effective July 1, 2019, the Florida Department of Transportation (“the Department”) and the Greater Naples Fire Rescue District (“the Fire District”) entered into an Interlocal Agreement under which the Fire District agreed to operate a fire station at the MM 63 Rest Area (“the Fire Station”) and provide fire, rescue, and emergency management services along Alligator Alley. Pursuant to this Agreement, the Department reimburses the Fire District for a percentage of the direct and actual costs incurred to operate the Fire Station.

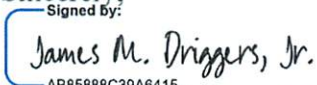
This letter serves as the Department’s formal notice of termination of the Interlocal Agreement. This decision is not a reflection of the Department’s satisfaction with its partnership with the Fire District. We sincerely appreciate the Fire District’s professionalism, service, and commitment over the course of this agreement.

The Department has selected Collier County as the successor responsible agency to provide fire, rescue, and emergency management services along Alligator Alley. This termination does not preclude the Fire District from continuing to provide services through a separate agreement with Collier County. The Department requests that the Fire District coordinate with Collier County to establish a process for the transfer of Department-purchased property currently used at the MM 63 Fire Station.

All outstanding obligations under the Interlocal Agreement should be fulfilled by the parties prior to termination, unless otherwise agreed to in writing. This termination shall be effective June 30, 2027, in accordance with the notice requirements set forth in Section 16(c) of

the Interlocal Agreement. Please feel free to contact Amarilys Perez at (863) 519-2315 if you have any questions or need assistance during this transition.

Thank you again for your partnership and dedicated service.

Sincerely,  
Signed by:  
  
AB85888C39A6415...  
James M. Driggers Jr., P.E.  
Interim District Secretary

Cc: Legal Counsel, GNFD  
Legal Counsel, Collier County

Exhibit C  
2019 Interlocal Agreement Exhibit B  
Project Budget

**EXHIBIT B**

<b>FDOT MM63 FIRE STATION BUDGET ITEMS</b>	<b>BUDGET ITEM NO.</b>	<b>BUDGET FISCAL YEAR 2026-2027</b>	<b>10% Contribution</b>	<b>Max Reimbursable from FDOT Contract \$2 million</b>
OPERATIONS AND MAINTENANCE				
Labor •PARAMEDICS (Funded in line below)	1	0.00	0.00	0.00
Labor FIREFIGHTERS & Administrative Support	2	2,083,301.74	208,330.17	1,874,971.57
COMMUNICATIONS-Phones, Internet, Cellular	3	8,500.00	850.00	7,650.00
BUILDING MAINT (Including contractual: pest control, extinguishers, security & building repairs)	4	20,000.00	2,000.00	18,000.00
FUEL	5	29,212.50	2,921.25	26,291.25
OPERATING SUPPLIES ( Expendable items< 1 year shelf life- Firefighting & medical supplies)	6	1,575.00	157.50	1,417.50
INSURANCE (Building contents and vehicles)	7	0.00	0.00	0.00
UTILITIES (electric, water)	8	20,000.00	2,000.00	18,000.00
MAINTENANCE/REPAIR- VEHICLE/SMALL EQUIPMENT/MEDICAL	9	49,632.98	4,963.30	44,669.68
OFFICE SUPPLIES (Expendable items< 1 year shelf life -paper, ink, act)	10	0.00	0.00	0.00
MINOR STATION SUPPLIES (Expendable items< 1 year shelf life- station & cleaning supplies)	11	10,000.00	1,000.00	9,000.00
UNIFORM CLOTHING, ACCESSORIES, PPE & SAFETY EQ	12	0.00	0.00	0.00
EQUIPMENT REPLACEMENT (Shelf life >1 year - includes FF equipment, radios and IT equipment)	13	0.00	0.00	0.00
EMS MEDICAL EQUIPMENT (Shelf life >1year)- New Equipment and Warranty	14	0.00	0.00	0.00
<b>TOTAL</b>		<b>2,222,222.22</b>	<b>222,222.22</b>	<b>2,000,000.00</b>

Although the actual cost to operate Station 63 substantially exceeds the current allocation, the budget has been revised to correspond with the amount that the Florida Department of Transportation has committed to fund, representing 90% of the total approved expenditure.