

**INTERLOCAL AGREEMENT BETWEEN  
CHARLOTTE COUNTY AND THE CHARLOTTE  
COUNTY SHERIFF'S OFFICE  
AMENDMENT NO. 1**

This agreement is made and entered into this 12<sup>th</sup> day of September, 2023 by and between William Prummell Jr., as Sheriff of Charlotte County, a Constitutional Office of the State of Florida (hereinafter referred to as "CCSO"), having its principal address as 7474 Utilities Road, Punta Gorda, Florida 33982, and Charlotte County, Florida, a political subdivision of the State of Florida (hereinafter "County"), having its principal address as 18500 Murdock Circle, Port Charlotte, Florida 33948 and together "Parties", and each, a "Party").

**WITNESSETH**

**WHEREAS**, The Parties entered into an Interlocal Agreement on March 27, 2020 to provide for a more effective use of mutual resources resulting in the Parties' best interest and in the best interest of the citizens of Charlotte County ("Existing Agreement"); and

**WHEREAS**, Section 13 of the Interlocal Agreement provides for the amendment of the Interlocal Agreement; and

**WHEREAS**, the Parties hereto desire to amend the Existing Agreement with an effective date upon execution of this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Interlocal Agreement Between  
Charlotte County and CCSO  
Amendment No. 1.

## SECTION I - DEFINITIONS

- 1.0 Definitions as defined in section 1 of the Interlocal Agreement dated March 27, 2020 between CCSO and the County have the respective meaning assigned to them in the Existing Agreement.

## SECTION II – AMENDMENTS TO THE EXISTING AGREEMENT

- 2.0 Section 1 of the Interlocal Agreement dated March 27, 2020 is hereby modified and amended as follows:
- h. Dual purpose helicopter shall mean any CCSO helicopter used for aerial mosquito treatment.
- 2.1 Section 2 (a) of Interlocal Agreement dated March 27, 2020 is hereby modified and amended as follows:
- a. CCSO shall provide to MC a helicopter to perform breeding site inspections, larviciding, post treatment inspections, and miscellaneous services upon approval of the CCSO Pilot in command. For fiscal year 2023, MC will reimburse CCSO 50% of the cost to purchase a new Ford F-250 model truck or equivalent vehicle for mobile re-fueling operations. CCSO will provide re-fueling for field operations.
- 2.2 Section 4 (a) of Interlocal Agreement dated March 27, 2020 is hereby modified and amended as follows:

- a. CCSO shall provide all maintenance (labor only) required to keep the County owned helicopter and any helicopters provided to County in an airworthy condition. Unscheduled maintenance is not considered the fault of CCSO maintenance program. CCSO will provide maintenance (labor only) to N662MC and all other helicopters to applicable manufacturer guidelines to comply with all applicable federal, state or local statutes, ordinances, rules or regulations regarding use, operation, equipment, or maintenance of such helicopter. County will be responsible for the cost of all replacement parts not covered under section 8(e) for N662MC. N662MC shall be painted in a mutually agreeable color scheme but shall be labeled mosquito control while operating on a mosquito control mission.

2.3 Section 6 of Interlocal Agreement dated March 27, 2020 is hereby modified and amended as follows:

Insurance. CCSO shall maintain insurance for all helicopters and associated equipment.

2.4 Section 8 (a) and (e) of Interlocal Agreement dated March 27, 2020 are hereby modified and amended as follows:

- a. For the provision of the helicopters, equipment, and all other services provided by CCSO herein, County will compensate CCSO the sum of \$497,845.00. Four Hundred and Ninety-Seven Thousand Eight Hundred Forty-Five Dollars annually. These payments

shall be made to CCSO in monthly installments of Forty-One Thousand Four Hundred Eighty-Seven dollars and Eight cents (\$41,487.08) per month and shall be due and payable on the first day of each month following the effective date of this agreement. This is based on the following services:

- i. 24/7 aircraft availability (N662MC and N64586) \$200,000
  - ii. 100% of one additional pilot \$170,700
  - iii. 50% of one additional pilot training \$8,375
  - iv. Contract maintenance to cover N662MC \$6,000
  - v. 125 hours of flight time (based on 80GPH at \$5.50 Jet A fuel price)  
Fuel for flight hours exceeding this amount will be invoiced to the County. \$55,000
  - vi. Yearly training mechanic training \$4,500
  - vii. Yearly pilot training \$18,000
  - viii. Insurance costs \$17,600
  - ix. Crewmember to act as an additional spotter to assist in identifying flight hazards and refueling. \$17,670
- e. County and CCSO agree that in the event of a failure of a major aircraft component exceeding \$15,000 of any Dual purpose helicopter, that the repair cost will be split between County BCC and CCSO with each party covering 50% of the total cost of repair or replacement.

### SECTION III – OTHER TERMS AND CONDITIONS

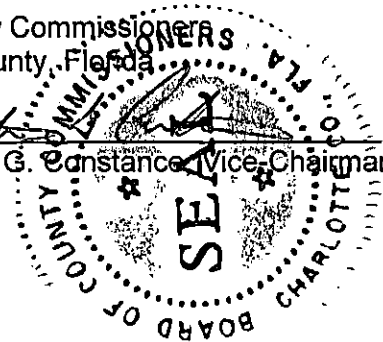
- 3.0 Entirety and Amendment. This Amendment embodies the entire Amendment to Existing Agreement between the parties hereto and it shall be amended or modified only by a written agreement executed with equal formality.
- 3.1 Applicable Law. This Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties further agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.
- 3.2 Assignment. This Amendment shall be binding on the parties hereto and their representatives, successors, and assigns. No party shall assign this Agreement or the rights or obligation hereof to any other person or entity without the written consent of the other party.
- 3.3 Third Party Beneficiaries. This Amendment is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason thereof inure, to or for the benefit of any third party.
- 3.4 Severability. If any part of this Amendment is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not be deemed to affect the other parts of the Agreement, so long as the rights and responsibilities of the parties hereto are not materially prejudiced, and the intentions of the parties continue to be in effect.
- 3.5 Effective Date. This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes herein expressed.

Board of County Commissioners  
of Charlotte County, Florida

By: \_\_\_\_\_

Christopher G. Constance, Vice-Chairman



ATTEST:

Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_

Deputy Clerk

A.PCR 2020-0116

Approved as to Form and  
Legal Sufficiency

By: \_\_\_\_\_

Janette S. Knowlton, County Attorney  
LR23-0679 PSP (PSP)

Charlotte County Sheriff's Office

By: \_\_\_\_\_

Bill Prummel, Sheriff

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Executive Asst.