

INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY AND THE
CHARLOTTE COUNTY SHERIFF'S OFFICE

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into this 24 day of September, 2013, by and between Charlotte County, Florida, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 ("hereinafter County"), and the Charlotte County Sheriff's Office, 7474 Utilities Road, Punta Gorda, Florida 33982 (hereinafter "S.O.")

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage: and

WHEREAS, the parties to this Agreement desire to make the most efficient use of their powers by entering into this Agreement to their mutual best interests and advantage.

NOW THEREFORE, based on the mutual covenants contained herein, the parties hereto agree as follows:

1. Definitions: The following terms shall have the meanings ascribed to them in this Section, unless the context clearly indicates otherwise.

- (a) S.O. shall mean the Charlotte County Sheriff's Office.
- (b) *PM* shall mean Charlotte County Pest Management Division, 25550 Harbor View Rd, Port Charlotte, FL 33980.
- (c) *Breeding site inspection* shall mean the visual and physical inspection of potential mosquito breeding sites by trained PM personnel. Access to remote sites shall be obtained through the use of a Sheriff's helicopter.
- (d) *Mosquito larvicing* shall mean the dispersion of a uniform dosage of insecticide from a Sheriff's helicopter through the use of a metered spray system onto treatment areas for the purpose of controlling mosquito larvae.
- (e) *Post treatment inspection* shall mean the visual and physical inspection of potential mosquito breeding sites by trained PM personnel which are performed subsequent to mosquito larvicing through the use of Sheriff's helicopter.
- (f) *County owned helicopter* shall mean helicopter N662MC which is equipped to perform night-time spray operations for the control of adult, flying mosquitoes.

2. Helicopter Services. The S.O. shall provide to the County a helicopter and all fuel necessary to perform breeding site inspections, larvicing, and post treatment inspections services required in this Agreement. Any helicopter provided by the S.O. shall be fully operable and equipped for the service being provided.

3. Use and Maintenance of Helicopters. Any helicopter provided by the S.O. shall not be limited in its use by the provisions of any agreement with or regulations of a federal, state, or local government, or any agency thereof. Any helicopter provided by the S.O. shall comply with all applicable federal, state, or local statutes, rules, or regulations regarding use, operation, equipment, or maintenance of such helicopter.

(a) The S.O. shall provide all maintenance required to keep any helicopter provided to the County under this Agreement in good working condition to insure the helicopter's availability to the County at all times. The S.O. shall maintain any helicopter to be provided hereunder in accordance with any applicable manufacturer guidelines.

(b) Periodic calibration checks shall be performed on County spray equipment installed on S.O. helicopter in accordance with Florida Department of Agriculture and Consumer Services guidelines. The calibration checks shall be performed by trained PM personnel. Any equipment necessary to perform such calibration checks shall be provided by the County. The S.O. shall make any helicopter provided under this agreement available for such calibration checks at reasonable times, as requested by PM personnel. The S.O. will provide mechanics to assist County personnel in maintaining County spray equipment. County personnel will perform routine maintenance and request assistance from the S.O. mechanics for electrical, troubleshooting, or when the scope of the desired repairs extend beyond the abilities of County personnel. Compensation for this assistance from S.O. personnel will be addressed here after in the Agreement.

4. Helicopter Equipment. The County shall provide one (1) set of high skid gear for OH-58 helicopter and one (1) set high skid gear for UH-1H for use on S.O. helicopters. The S.O. shall maintain such landing gear throughout the term of the Agreement.

(a) The County shall provide a liquid pesticide spray system for use on the helicopter provided by the S.O. for mosquito control larvicing services hereunder. The County shall provide all insecticides, pesticides, and other spray materials and equipment required for use in the S.O.'s helicopter during mosquito control larvicing services.

(b) The S.O. shall provide all fuel necessary for the County to operate any helicopter provided by the S.O. hereunder. The County will provide mobile re-fueling vehicles for field operations.

5. Availability of Helicopter. The S.O. shall provide a helicopter appropriate for the particular services desired by the County upon oral notification to the S.O. by PM of the need for such services, within the time frames set forth within this section. The S.O. shall provide a helicopter for breeding site inspection, mosquito control larvicing, or post treatment inspection within twenty-four (24) hours of oral notification. Any personnel of the S.O. assigned responsibility for the administration of this Agreement and for the provision of a helicopter under the terms of this Agreement shall be available within two (2) hours of PM's initial attempt to notify such personnel by telephone.

6. Insurance. The S.O. shall provide insurance for any of its helicopters used by County in the types and coverages which are satisfactory to the Risk Manager of the County.

7. Pilot. The County shall provide a certified pilot to operate any helicopter provided by the S.O. in accordance with the Federal Aviation Administration (FAA) rules and regulations.

8. County Owned Helicopter. The County will operate the county owned helicopter for adulticide operations during night-time hours. The County will furnish all spray equipment, insecticides, fuel, replacement parts, and ground support personnel to carry out this spray operation. The S.O. will provide parking space outside and inside the leased hanger as appropriate. The S.O. will provide maintenance to N662MC to comply with all applicable federal, state or local statutes, ordinances, rules or regulations regarding use, operation, equipment, or maintenance of such helicopter. The S.O. will provide maintenance hereunder in accordance to any manufacturer's guidelines. The S.O. will provide mechanics to assist County personnel in maintaining County spray equipment. County personnel will perform routine maintenance and request assistance from the S.O. mechanics for electrical, troubleshooting, or when the scope of the desired repairs extend beyond the abilities of County personnel. Compensation for this assistance from S.O. personnel will be addressed here after in the Agreement.

9. Compensation for Helicopter and Maintenance Services. In order to make the most efficient use of their resources, the S.O. and the County recognize that through this Agreement sharing of each organization's skills and abilities through cooperation will advance the mutual goals of each organization.

(a). For the provision of the helicopters, equipment, and all other services provided by S.O. herein, the County will compensate the S.O. the sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) annually from October 1, 2013 through September 30, 2017. These payments shall be made to S.O. in monthly installments of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per month and shall be due and payable on the first day of each month.

(b). Charlotte County agrees, to the extent provided under Section 768.28, F.S., as amended, to be liable to the Charlotte County Sheriff's Office for any damages to the Sheriff's helicopter proximately caused by the negligent acts or omissions of the County's officers, employees, contractors or agents in the performance of this Agreement.

(c). Either party may request renegotiation of the annual compensation amount due under this Agreement for any Fiscal Year by providing notice to the other party by June 1 of the previous Fiscal Year.

10. Term. The term of this Agreement shall begin October 1, 2013 and shall continue until September 30, 2017.

11. Termination. Either party may terminate this Agreement prior to the expiration of the term upon one hundred eighty (180) days written notice to the other party of the intent to so terminate. In the event of termination of this Agreement either by expiration of the term in Section 10, or by any other method, the S.O. shall return to the County any equipment provided by the County for use with the S.O.'s helicopters under Section 4 hereof. All such equipment shall be returned to the County at the office of PM within thirty (30) days of the termination of this Agreement, in good condition, reasonable wear and tear accepted. In the event the S.O. is unwilling or unable to return any item of equipment provided under Section 4, the S.O. shall pay the County within thirty (30) days of the date of termination of this Agreement the cost for the replacement of such piece of equipment, such cost to be determined through the records of the PM.

12. Notices. In the event either party hereunder desires or is required to provide written notice to the other party, the party desiring or required to provide such written notice shall provide it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to the County: County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

With a copy to: Director
Charlotte County Public Works Dept.
7000 Florida St.
Punta Gorda, FL 33950

If to the SO: Capt. Darren Chandler
Charlotte County Sheriff's Office
7474 Utilities Road
Punta Gorda, FL 33982

13. Indemnification. Neither party shall indemnify the other. Each party acknowledges that its legal remedy shall be limited to filing suit against the other in a court of competent jurisdiction. This section is not intended to waive any protections, to either party, under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law.

14. Entirety and Amendment. This Agreement embodies the entire agreement between the parties hereto and shall be amended or modified only by an instrument of equal formality.

15. Applicable Law. This Agreement 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.

16. Assignment. This Agreement shall be binding on the parties hereto, 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.
17. Third Party Beneficiaries. This Agreement 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.
18. Severability. If any part of this Agreement 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.
19. Subsequent Breaches. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.
20. Effective Date. This Agreement shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

(The remainder of this page has been intentionally left blank)

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

CHARLOTTE COUNTY SHERIFF'S OFFICE

By: B P M
Bill Prummell, Sheriff

ATTEST:

By: Karen M. Cline
Title: 9/16/13

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: John H. Smith
Attorney for Charlotte County
Sheriff's Office

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Christopher G. Constance
Christopher G. Constance, Chairman

ATTEST:

Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: M. Deirdre Berardino
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton
Janette S. Knowlton, County Attorney
LB13-2482 J.S.K.