

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

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into this 27 day of March, 2020, 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 "CCSO").

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 cost effective and efficient use of their resources by entering into this Agreement to their mutual best interests and the citizens of Charlotte County; and

WHEREAS, the parties hereto desire the most efficient use of their resources, the CCSO and the County recognize that through this Agreement sharing of each organization's skills and abilities through cooperation will advance the respective goals of each party.

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. CCSO shall mean Charlotte County Sheriff's Office.
 - b. MC shall mean Charlotte County Mosquito Control, 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 MC personnel. Access to remote sites shall be obtained through the use of a helicopter.
 - d. Mosquito larvicing shall mean the dispersion of a uniform dosage of pesticide from a 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 MC personnel which are performed subsequent to mosquito larvicing through the use of helicopter.
- f. Mosquito Adulticiding shall mean the dispersion of a uniform dosage of pesticide from a helicopter through the use of a metered spray system into air column above treatment areas for the purpose of controlling adult or flying mosquitos.
- g. County owned helicopter shall mean helicopter N662MC which is equipped to perform night-time spray operations for the control of adult flying mosquitoes and will be operated and maintained by the CCSO under this agreement.

2. Helicopter Flight Services, Equipment and Supplies. County requires and CCSO shall provide:

- a. CCSO shall provide to MC a helicopter to perform breeding site inspections, larvicing, post treatment inspections, and miscellaneous services MC will provide mobile re-fueling vehicles for field operations.
- b. County owned helicopter shall be used for adulticide operations during night-time hours.
- c. Upon notification of an aerial mission from MC, CCSO will determine the correct Aircraft for the application.
- d. County shall provide a liquid pesticide spray system or a dry granular pesticide dispersal system for use on CCSO helicopters.
- e. County shall provide all pesticides, and other spray materials and equipment required for use by the helicopter during mosquito control treatment services.
- f. MC shall provide continuing education units (CEU's) for crewmembers to remain current based on license requirements and availability of crewmembers to complete CEU courses with MC personnel when/where CEU opportunities are offered. If CCSO crew members are not available to complete CEU opportunities with MC personnel at the offered times/places CCSO crewmembers will be required to locate and complete CEU's without reimbursement from MC.
- g. MC shall provide replacement parts for pesticide dispersal equipment, as well as ground support personnel to load pesticides into the appropriate dispersal system for day and night flight treatment operations.

- h. CCSO will provide parking space outside and inside the leased hanger as appropriate.

3. Flight Operations.

- a. In accordance with Florida Statutes the Director of Mosquito Control is the only individual authorized to approve an air mission dispensing pesticides. When engaged on authorized Larviciding missions by the State Approved Director of Mosquito Control, the pilot in command of the aircraft shall attempt to complete the mission while realizing that the Protection of life and property is CCSO's primary responsibility. During Larviciding missions only MC protection of Human Health will be 3rd in order of precedence. If a conflict arises where both CCSO and MC Larviciding missions cannot both be accomplished, the priority is the protection of life and property. Every attempt will be made to complete the MC Larviciding mission with the understanding that protecting life and property are the first mission of the Aviation Division
- b. In accordance with Florida Statutes the Director of Mosquito Control is the only individual authorized to approve an air mission dispensing restricted use pesticides. When engaged on authorized Adulicide missions by the State Approved Director of Mosquito Control, the pilot in command of the aircraft shall not deviate from the MC ordered mission unless an exigent event presents itself. If the pilot in command of the aircraft deviates from a MC ordered mission, the MC director shall be indemnified and held harmless for any state and federal regulation that may be breached during a deviation.

Nightly adulicide spray operations ordered by MC are determined daily, based upon a compilation of multiple mosquito surveillance statistics. Due to this constraint, no pre-set spray schedule can or will be provided per FS, and FAC.

- c. At no time, will any restricted use pesticides be dispensed over large open bodies of water in accordance with label restrictions. No restricted use pesticides will be applied to State Controlled Lands without the written Arthropod Control Plan for Charlotte County as approved by the Director of Mosquito Control, Florida Department of Environmental Protection Land Managers, and the Department of Florida Agricultural and Consumer Services being followed. CCSO pilots will fly MC missions based on direction of the Director of Mosquito Control as long as it is in accordance with the law and the chemical label.
- d. At the completion of every MC air mission, a map reporting and indicating dispersal pattern, flight pattern, dispersal rate, weather information, and total amount of material applied in accordance with State regulations shall

be prepared by CCSO personnel from the aircraft tracking systems. CCSO will forward copies of the report to the Director of Mosquito Control for review and archival immediately after the completed mission. Wingman or Agnav systems reporting features are adequate to satisfy this requirement and will be provided by MC for use in any helicopter used on a MC mission.

- e. In the event, any MC mission is aborted by CCSO, the Director of Mosquito Control shall be notified within 24 hours by brief memo or email outlining the circumstances that caused the mission to be aborted.

4. Maintenance of Helicopters.

- a. CCSO shall provide all maintenance 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 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. N662MC shall be painted in a mutually agreeable color scheme but shall be labeled mosquito control while operating on a mosquito control mission.
- b. Periodic calibration checks shall be performed on MC County spray equipment installed on CCSO owned and MC County owned helicopter in accordance with Florida Department of Agriculture and Consumer Services guidelines. The calibration checks shall be performed by trained Mosquito Control personnel. Any equipment necessary to perform such calibration checks shall be provided by the County. CCSO shall make any helicopter provided under this Agreement available for such calibration checks within 24 hours of request. It is MC's responsibility to conduct maintenance on spray tanks, CCSO aviation mechanics are not trained or equipped to deal with the chemicals used by MC, however with the approval of CCSO Chief Pilot, CCSO will assist MC with any maintenance so long as the CCSO aviation mechanics can do so safely. County personnel will perform routine maintenance and request assistance from the CCSO mechanics for electrical, troubleshooting, or when the scope of the desired repairs extends beyond the abilities of County personnel. Compensation for this assistance from CCSO personnel will be addressed hereafter in the Agreement.

5. Availability of Helicopter. CCSO shall provide a helicopter appropriate for the particular services desired by County upon oral/written notification to CCSO by MC of the need for such services, within the time frames set forth within this section. CCSO shall provide a helicopter for breeding site inspection, mosquito control larviciding, or post treatment inspection within twenty-four (24) hours of notification. CCSO shall utilize the County owned helicopter for any adulticide missions. Notification of said missions, must take place by 14:00 hrs. Any personnel of CCSO 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 the duty day of MC's initial attempt to notify such personnel by telephone or email.

6. Insurance. CCSO shall provide insurance for all CCSO helicopters.

7. Pilots. CCSO shall provide a qualified pilot to operate MC control designated missions. All pilots operating a helicopter on a MC control designated mission shall be aerially licensed through the Florida Department of Agriculture and Consumer Services and maintain a Public Health Applicators License and Aerial Applicators License through the Florida Department of Agriculture and Consumer Services as well as commercial helicopter license or better (ATP, ATPL) in accordance with the Federal Aviation Administration (FAA) rules and regulations. In the event that CCSO does not have the Aerial or Public Health Applicator License, MC will provide a licensed individual to fly with CCSO pilot until such time as CCSO pilot acquires the required licenses.

- a. At a minimum, a quarterly meeting with the Chief Pilot of CCSO and Mosquito Control Director with other personnel as required or invited shall occur to discuss operations, improvements, or issues pertaining to pesticide application and mosquito control air operations.
- b. The Pilot in Command performing night mission or adulticide applications using night vision goggles (NVG) shall have the option of a pilot or other personnel to act as an additional spotter to assist in identifying flight hazards

8. Compensation for Helicopter and Maintenance Services. County shall pay the following sums for Helicopter services:

- a. For the provision of the helicopters, equipment, and all other services provided by CCSO herein, County will compensate CCSO the sum of \$418,795.00 Four Hundred and Eighteen Thousand Seven hundred Ninety five Dollars annually. These payments shall be made to CCSO in monthly installments of Thirty four Thousand Eight Hundred Ninety Nine dollars and Forty two cents (\$34,899.59) 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 \$200,000 (N662MC and N64586)
 - ii. 100% of one additional pilot \$120,000
 - iii. 50% of one additional pilot training \$8,375
 - iv. Contract maintenance to cover N662MC \$6,000
 - v. 125 hours of flight time \$55,000 (based on 80GPH at \$5.50 Jet A fuel price) Fuel for flight hours exceeding this amount will be invoiced to the County.
 - vi. Yearly training mechanic training \$3,620
 - vii. Yearly pilot training \$16,750
 - viii. Insurance costs \$6,650.00

- ix. Pilot or other personnel to act as an additional spotter to assist in identifying flight hazards \$2,400 based on \$40 an hour overtime mechanic rate. (All CCSO Aviation Mechanics are rated pilots)
- b. In addition to the monetary sum listed in 8(a) the county agrees to allow CCSO to pilot any aircraft provided that they are accredited on and hold all applicable licenses outlined above.
- c. Should a pilot be hired by MC, after CCSO Chief Pilot's review and recommendations, CCSO will allow said pilot to operate county owned aircraft only.
- d. 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.
- e. County and the CCSO agree that in the event of a catastrophic failure of a major aircraft component including but not limited to: engine, transmission, main rotor blades, tail rotor blades, airframe of any CCSO or County owned helicopter, that the repair cost will be split between County BCC and CCSO with each party covering half or 50% repair or replacement costs.

9. Term. The term of this Agreement shall begin upon execution and shall continue until September 30, 2024.

10. Termination. In the event that the level of service provided by CCSO to MC does not meet expectations, MC shall notify CCSO of deficiencies and agrees to allow CCSO Two (2) weeks to correct said deficiencies and perform to the level of service expected. If the level of service is not corrected, then termination pursuant to this paragraph may commence. Either party may terminate this Agreement prior to the expiration of the term upon thirty (30) 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 9, or by any other method, CCSO shall return to the County the County owned helicopter (N662MC) and any equipment provided by the County for use with CCSO's helicopters under Section 2 hereof. All such equipment shall be returned to the County at the office of MC within thirty (30) days of the termination of this Agreement, in good condition, reasonable wear and tear excepted. In the event CCSO is unwilling or unable to return any item of equipment provided under Section 2, CCSO shall pay the County within thirty (30) days of the date of termination of this Agreement the cost for the replacement of such pieces of equipment, such cost to be determined through the records of MC and market value.

11. 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 copies to:

Director of Public Works
7000 Florida Street
Punta Gorda, FL 33980

If to the SO:

Sheriff of Charlotte County
Charlotte County Sheriff's Office
7474 Utilities Road
Punta Gorda, FL 33982

With Copies to:

Darol H.M. Carr, Esq
99 Nesbit Street
Punta Gorda, FL 33950

Chief Pilot Shane Englauf
Charlotte County Sheriff's Office
7474 Utilities Road
Punta Gorda, FL 33982

12. 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.

13. Entirety and Amendment. This Agreement embodies the entire agreement between the parties hereto and shall be amended or modified only by an written agreement executed with equal formality.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Effective Date. This Agreement supersedes all Interlocal Agreement between County and CCSO regarding mosquito control services. This Agreement shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County.

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

Board of County Commissioners
of Charlotte County, Florida

By: *William G. Fruex*
William G. Fruex, Chairman

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

By: *Michelle D. Baudino*
Deputy Clerk *PGR 2020-016*

Approved as to Form and
Legal Sufficiency:

By: *Janette S. Knowlton*
Janette S. Knowlton
County Attorney
PSP 19-0739

Charlotte County Sheriff's Office

By: *B. Prummell*
Bill Prummell, Sheriff

ATTEST:
By: *Jeanne M. Martin*
Title: *admin asst. CCSO*