
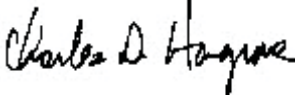




<b>Date:</b> 03/02/2021		<b>AGENDA ITEM</b>				<b>Item:</b> I	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution		<input checked="" type="checkbox"/> Other	
<b>County Goals</b>							
<input type="checkbox"/>	Thriving Communities	<input type="checkbox"/>	Economic & Financial Vitality	<input type="checkbox"/>	Excellence in Government	<input checked="" type="checkbox"/>	NA
<b>Department:</b> Leadership							
<b>Division:</b> Leadership							
<b>Subject:</b> Amended and restated participation agreement between County of Volusia and Volusia Sheriff's office for ALS (Advanced Life Support) emergency air transport.							
Suzanne Konchan Director Leadership    Department Approval				Legal  Charles Hargrove Deputy County Attorney    Approved as to Form and Legality		County Manager's Office  Ryan Ossowski Chief Financial Officer  	
Suzanne Konchan Director Leadership    Division Approval							
<b>Council Action:</b>							
<b>Modification:</b>							
<b>Account Number(s):</b> NA							
<b>Total Item Budget:</b> NA							
<b>Staff Contact(s):</b> Jeaniene Jennings				<b>Phone:</b> 386 822 5789		<b>Ext.</b> 15789	
<b>Summary/Highlights:</b> On December 15, 2020, the county council and sheriff approved an agreement for ALS emergency air transportation services. As part of the agreement, the county and sheriff agreed that the sheriff would continue to run ALS air transportation services, until the FAA registrations and titles to the helicopters are transferred. The Sheriff is processing the transfer of title with the FAA and staff is seeking approval to: <ol style="list-style-type: none"> <li>a. amend and restate the agreement with the Sheriff which would modify the terms as related to ownership and responsibilities of the helicopters.</li> <li>b. sign the transfer of the bill of sale to allow for transfer of registration with the FAA.</li> </ol> Staff recommends approval.							
<b>Recommended Motion:</b> Approval							

**AMENDED AND RESTATED  
PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT AND  
ALS EMERGENCY AIR TRANSPORTATION SERVICES**

**THIS PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT AND ALS EMERGENCY AIR TRANSPORTATION SERVICES** (hereinafter “Amended and Restated Participation Agreement”) is entered into between the VOLUSIA SHERIFF’S OFFICE, (hereinafter “Participant” or “Sheriff”), and the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida (hereinafter “County”).

**RECITALS**

**WHEREAS**, the County is one of twenty charter counties in Florida and governed by the Volusia County Charter enacted by special act of the Florida Legislature, and adopted by Volusia County voters in 1970;

**WHEREAS**, the Charter abolished the constitutional offices of property appraiser, sheriff, supervisor of elections, and tax collector and transferred those duties to County government;

**WHEREAS**, Amendment 10 to the Florida Constitution took effect on January 5, 2021, (“Effective Date”), and re-established the constitutional offices of property appraiser, sheriff, supervisor of elections, and tax collector;

**WHEREAS**, the Sheriff became a county constitutional officer on January 5, 2021;

**WHEREAS**, the County and Sheriff are committed to an orderly transition. As such, the County and Sheriff have previously entered into a Memorandum of Agreement (“MOA”) dated June 16, 2020, in support of the transition of the Sheriff from a county charter officer to a county constitutional officer;

**WHEREAS**, the County and Sheriff entered into a Participation Agreement for Law Enforcement and Advanced Life Support (“ALS”) emergency air transportation services (“Services”) dated January 29, 2021, to more particularly state certain scopes of services and responsibilities;

**WHEREAS**, the County owns, operates, and maintains three helicopters to provide both law enforcement and emergency air transport services;

**WHEREAS**, the County and Sheriff desire to continue to further enhance the potential effectiveness of public safety and the preservation of human life through a 24/7 schedule of law enforcement and emergency air transport service;

**WHEREAS**, the ability to rapidly transport high acuity patients has been repeatedly demonstrated to be a major factor in improving the potential for saving lives;

**WHEREAS**, the Sheriff desires to continue to provide enhanced law enforcement and ALS Services, utilizing helicopters owned by the County to maintain a 24/7 schedule of ALS Services;

**WHEREAS**, the acquisition and operation of a fleet of three Bell –Textron helicopters by the County has allowed the Sheriff to provide both law enforcement and ALS Services, enabling the County and Sheriff to maintain and advance present performance levels of helicopter service;

**WHEREAS**, the County and Sheriff desire that a fleet of three Bell – Textron helicopters owned by the County be assigned and transferred with all rights, title and ownership interest from County to Sheriff;

**WHEREAS**, the County and Sheriff desire to continue to work together to make the most efficient use of their technical resources and personnel to enable the parties to cooperate with each other to provide quality law enforcement and emergency air transportation services;

**WHEREAS**, such units of local government have authority to enter interlocal agreements and exercise jointly with any other public agency of the state any power, privilege, or authority which they share in common and which each might exercise separately as provided in section 163.01, Florida Statutes;

**WHEREAS**, the County agrees to transfer all of its rights, title, and interest in the Helicopters to Sheriff 1 under which the Sheriff will continue to maintain and operate the Helicopters registered with the FAA in the name of “Volusia Sheriff’s Office to facilitate the Sheriff’s law enforcement and ALS air transportation services; and

**WHEREAS**, the County and Sheriff have successfully worked together to arrive at this Amended and Restated Participation Agreement to begin on the Effective Date.

**NOW THEREFORE**, the County and Sheriff agree as follows:

**I. EQUIPMENT.**

A. **HELICOPTERS** The Sheriff and County will operate a countywide law enforcement and emergency ALS air transportation service utilizing three (3) Bell Helicopter Textron aircraft (hereinafter collectively referred to as “Helicopters”). The Helicopters are owned by and registered with the Federal Aviation Administration (“FAA”) to the County.

B. **DESCRIPTIONS.** The Helicopters are more particularly described as follows:

<u>N-Number</u>	<u>Serial No.</u>	<u>Manufacturer/Model</u>	<u>FAA Registration Name</u>	<u>ALS Registration</u>
801DS	53977	Bell Helicopter Textron Canada/407	County of Volusia	1495
802DS	53797	Bell Helicopter Textron Canada/407	County of Volusia	1408
803DS	53880	Bell Helicopter Textron Canada/407	County of Volusia	1460

**II. RESPONSIBILITIES.**

A. **COUNTY RESPONSIBILITIES.** The County agrees to provide the following:

1. The Sheriff will operate the Helicopters under the County's Certificate of Public Convenience and Necessity ("COPCN"), certificate # 2020-8104 (or as amended on renewal by the County), and Florida Department of Health Advanced Life Support (ALS) license ALS 6407 and continue providing Services under the County's COPCN under the Sheriff's FAA registrations and title to the Helicopters.
2. The County agrees to maintain liability insurance in such amounts and with such coverages as determined by the County or its designee which may be required from time to time while the Sheriff is providing Services under the COPCN.

B. **SHERIFF RESPONSIBILITIES.** The Sheriff agrees to provide or do the following:

1. The Sheriff will own the Helicopters and the Sheriff agrees to fund operation and maintenance of the Helicopters to provide Services and maintain all the FAA registrations and title to the Helicopters.
2. While operating the Helicopters under the County's COPCN, the Sheriff agrees to:
  - a) Provide continuous and uninterrupted Services in the manner and for those areas authorized by the COPCN;
  - b) Provide Services authorized by the COPCN to adjacent areas or routes, when requested to do so by a public safety agency or EMS provider;
  - c) Maintain such records as may be required by the federal or state government, or by the County Council, pursuant to any rules and regulations adopted by resolution, and furnish or make such records available to the County Manager or designee for inspection at reasonable times and places;
  - d) Provide the following documents prior to expiration of existing documents for all pilots of the Helicopters:
    - (1) Pilot license;
    - (2) Annual medical certification;
    - (3) Provide the following documents prior to expiration of existing documents for all paramedics of the Helicopters;
    - (4) Paramedic credential;
    - (5) Basic life support credential;
    - (6) Advanced cardiac life support credential; and
    - (7) Initial air crew member (ACM) education program that was conducted in accordance with the 1988 United States (U.S.)

Department of Transportation (DOT) Air Medical Crew-Advanced National Standard Curriculum.

- e) Provide emergency protocols which address procedures when the helicopter is overdue, when radio communications cannot be established, or when helicopter location cannot be verified. These documents shall be reviewed biennially by the Sheriff.
- f) Provide that each licensed rotary wing air ambulance shall document at least every fifteen (15) minutes of flight while enroute to and from the patient's location.
- g) Provide for quarterly safety committee meetings and preparation of minutes in accordance with state regulation.
- h) Operate the helicopters in conformance with all federal, state, or local laws or ordinances, and all rules and regulations, resolutions or policies thereunder, and any conditions or limitations required while operating under the County's COPCN and pursuant to Section 46-92, Code of Ordinances, County of Volusia.
- i) Reimburse the County for biennial ALS permit fees incurred by the County for each Helicopter at \$25.00 for each permit for a total cost of \$75.00 for FY2021 and in subsequent years, at the rates established by the Florida Department of Health. The County will bill the Sheriff quarterly for issued controlled substances during the quarter, and any other pharmaceutical or medical supplies requested by and issued to the Sheriff.

### **III. ONGOING RELATIONSHIP TO PROVIDE SERVICES.**

A. **COOPERATION.** County and Sheriff agree to cooperate and coordinate the provision of Services countywide.

B. **UPGRADES AND CHANGES.** It is mutually acknowledged that during the term of this Agreement it may be necessary to change the scope or extent of the Services or substitute Helicopter system items, including equipment, hardware, and software, or provide new system items, including equipment, hardware, and software (hereinafter collectively referred to as "Equipment") to carry out the intent and purpose of this Participation Agreement. Subject to section 46-92, Code of Ordinances, County of Volusia, the parties agree that they will negotiate in good faith any requested changes to Equipment.

C. **MUTUAL NON-INTERFERENCE.** Sheriff acknowledges that the Services to be performed under this Amended and Restated Participation Agreement, relative to

County's responsibilities, shall be performed by the County or its contractors and shall be under the sole supervision and direction of the County without interference by the Sheriff. Likewise, the County acknowledges that the Services performed by the Sheriff under this Participation Agreement relative to Sheriff's responsibilities shall be performed by Sheriff or his contractors and shall be under the sole supervision and direction of the Sheriff without interference from the County. Pursuant to section 46-92, Code of Ordinances, County of Volusia, County may monitor the Services performed by the Sheriff.

#### **IV. ADDITIONAL AGREEMENTS.**

**A. ADDITIONAL AGREEMENTS.** After this Amended and Restated Participation Agreement is executed, the County or Sheriff may determine that additional agreements or changes to this Amended and Restated Participation Agreement may be appropriate to conform to the intent of the MOA or this Amended and Restated Participation Agreement. The Sheriff and County agree to enter into additional agreements or amend this Participation Agreement, if appropriate.

**B. CONFLICTS BETWEEN AGREEMENTS.** If there are any conflicts between this Amended and Restated Participation Agreement and the MOA, the terms of this Amended and Restated Participation Agreement will prevail. If additional agreements are entered into between the Sheriff and the County pursuant to the MOA, the later agreement or amendment shall prevail over any prior agreement and the MOA. As to all agreements, more specific provisions shall prevail over general provisions as to the specific subject of the provision. If an agreement is entered into between the Sheriff and the County regarding a specific subject, the more specific agreement shall apply independently of all other agreements and the MOA as to that specific subject.

#### **V. TERM, TRANSFER, AND TERMINATION OF AGREEMENT.**

**A. TERM.** This Amended and Restated Participation Agreement shall begin on the Effective Date and subject to subparagraph V.C. of this article end after 60 days' prior written notice of termination from one party to the other]), unless County and Sheriff agree otherwise in writing.

**B. NOTICE OF TERMINATION.** The County and Sheriff shall continue to cooperate to provide the Services set forth in this Amended and Restated Participation Agreement unless the Sheriff provides sixty (60) days' written notice of termination to the County Manager or the County Manager provides sixty (60) days' written notice of termination to the Sheriff.

**C. TERMINATION.** Upon receipt of a notice of termination, the County and Sheriff will cooperate to implement and complete all business activities. This Amended and Restated Participation Agreement will end upon the completion of all wind down business activities.

#### **VI. INTERLOCAL AGREEMENT.**

A. **STATUTE.** Pursuant to section 163.01, Florida Statutes, units of local government have the authority to enter interlocal agreements and exercise jointly with any other public agency of the state any power, privilege or authority which they share in common and which each might exercise separately.

B. **INTERLOCAL AGREEMENT.** This Amended and Restated Participation Agreement shall be deemed an interlocal agreement for purposes of section 163.01, Florida Statutes.

## VII. MISCELLANEOUS.

A. **NON-WAIVER.** Nothing herein shall be construed as waiving any liability limits or other protections or immunities provided by common law or Florida law to any Participant or to any officers or employees of Participant.

B. **MODIFICATIONS.** No provision of this Amended and Restated Participation Agreement may be changed, altered, modified, or waived except in writing signed by both parties, which writing shall specifically reference this Amended and Restated Participation Agreement and the specific provision which the parties intend to modify or waive.

C. **COMPLETE AGREEMENT.** This Amended and Restated Participation Agreement sets forth the entire understanding related to the matters set forth herein between the parties and supersedes any and all prior oral or written agreements, understandings, representations, or warranties between the parties, except as specified herein.

D. **SEVERABILITY AND ENFORCEABILITY.** Should any provision of this Amended and Restated Participation Agreement be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Amended and Restated Participation Agreement in full force and effect.

E. **TERMS.** Common nouns and pronouns refer to the singular and plural, identity of the person or persons, firm or corporation as the context requires. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

F. **HEADINGS.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Amended and Restated Participation Agreement.



G. **RECITALS.** The paragraphs outlined in the Recitals above are true and correct and made a part of this Amended and Restated Participation Agreement.

H. **NOTICES.** Notices, consents, and approvals, which any party shall be required or shall desire to make or give under this Amended and Restated Participation Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

<p>County:</p> <p>County of Volusia ATTN: County Manager 123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613</p> <p>With Copies to: County of Volusia ATTN: County Attorney 123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613</p>	<p>Participant:</p> <p>Volusia Sheriff's Office ATTN: Sheriff Michael Chitwood 123 West Indiana Avenue DeLand, Florida 32720-4613</p> <p>With Copies to: Volusia Sheriff's Office ATTN: LEGAL ADVISOR 123 West Indiana Avenue DeLand, Florida 32720-4613</p>
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**IN WITNESS WHEREOF**, the parties hereto have executed this AMENDED AND RESTATED PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT AND ALS EMERGENCY TRAUMA AIR TRANSPORTATION SERVICES between the Sheriff and the County of Volusia as set forth below.

**VOLUSIA SHERIFF'S OFFICE**

**COUNTY OF VOLUSIA, FLORIDA**

By: \_\_\_\_\_  
Volusia County Sheriff, Michael J. Chitwood

By: \_\_\_\_\_  
Jeffrey S. Brower, County Chair

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
[Printed name and title]

By: \_\_\_\_\_  
George Recktenwald, County Manager



**BILL OF SALE**

For and TEN 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, 123 West Indiana Avenue, DeLand, Florida 32720 (“SELLER”), has bargained, sold, conveyed, transferred and delivered, and by these presents does bargain, sell, convey, assign, transfer and deliver, to Volusia Sheriff’s Office, a constitutional office, 123 West Indiana Avenue, DeLand, Florida 32720 (“PURCHASER”), all of SELLER’s right, title and interest in and to the following described aircraft including configurations, installed accessories, customizations, equipment and related documentation (collectively referred to as the “Aircraft”):

<u>N-Number</u>	<u>Serial No.</u>	<u>Manufacturer/Engine Make &amp; Model</u>	<u>FAA Registration Name</u>
801DS	53977	407 Bell Helicopter Textron, Canada	County of Volusia
802DS	53797	407 Bell Helicopter Textron, Canada	County of Volusia
803DS	53880	407 Bell Helicopter Textron, Canada	County of Volusia

SELLER hereby warrants that at the time of transfer of title to the Aircraft hereunder, SELLER has and hereby conveys to PURCHASER good and marketable title to the Aircraft, free and clear of all mortgages, claims, liens, charges, encumbrances, security interests, leases and other rights of others of record with the Federal Aviation Administration, and that SELLER shall warrant and defend such title against the claims of all persons.

SELLER is selling the Aircraft hereunder “AS-IS” and except as otherwise expressly provided herein, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING THE AIRCRAFT, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, DESCRIPTION, DURABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE OR OTHERWISE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH HEREIN ABOVE. SELLER SHALL HAVE NO LIABILITY TO PURCHASER FOR ANY CLAIM, LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE AIRCRAFT OR THE USE THEREOF, WHETHER SUCH DAMAGES OR ALLEGED DAMAGES ARE GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHERWISE, WHETHER SUCH LIABILITY OR ALLEGED LIABILITY ARISES OR IS ALLEGED TO ARISE OUT OF ANY DESIGN, MANUFACTURING OR OTHER DEFECT, LATENT OR PATENT, IMPROPER MAINTENANCE, STRICT LIABILITY, CRASHWORTHINESS, OR ANY OTHER STATUTORY OR COMMON LAW THEORY OF LIABILITY WHATSOEVER.

This Bill of Sale shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, SELLER has caused this Bill of Sale to be executed and delivered to PURCHASER this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

By: \_\_\_\_\_  
George Recktenwald  
County Manager

By: \_\_\_\_\_  
Jeffrey S. Brower  
County Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

