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**INTERLOCAL AGREEMENT BETWEEN CHARLOTTE COUNTY AND
CHARLOTTE COUNTY AIRPORT AUTHORITY**

This Interlocal Agreement is made and entered into this 8th day of September, 2020, by and between CHARLOTTE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"), and CHARLOTTE COUNTY AIRPORT AUTHORITY, a political subdivision of the State of Florida ("CCAA"). COUNTY and CCAA are jointly referred to as "PARTIES."

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" permits local governmental units to enter into agreements in order to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the PARTIES are political subdivisions of the State of Florida; and

WHEREAS, it is the intent of the PARTIES to cooperate in the provision of ARFF Services (herein defined) to the Punta Gorda Airport; and

WHEREAS, the PARTIES desire to amicably terminate as of September 30, 2020 all prior ARFF Interlocal Agreements; and

WHEREAS, the PARTIES desire to delineate the services to be provided by COUNTY to CCAA and to otherwise define the PARTIES' rights and obligations with respect to the provision of ARFF Services; and

WHEREAS, the PARTIES agree that the consideration for the services described herein represents a fair and reasonable estimate of the actual costs that the COUNTY will incur.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated by reference.
2. TERM OF AGREEMENT. This Agreement shall be binding on PARTIES upon execution by the PARTIES, with an effective date of October 1, 2020. The initial term shall be for five years and shall automatically renew on the first day of each succeeding year unless

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otherwise terminated pursuant to this agreement. Regardless of any provision to the contrary in this Agreement, this Agreement shall terminate on December 31, 2025. This Agreement may be terminated at any time by mutual agreement of the PARTIES or by delivery of written notice to the other party ninety (90) days before the date of termination by either party. If the PARTIES mutually agree to terminate, or notice of intent to terminate is provided by either party, the terminating party must state the effective date of termination. CCAA will compensate the COUNTY for services that have been provided but for which the COUNTY has not yet been compensated. This provision will survive termination of this agreement.

3. PAYMENT FOR SERVICES BY CCAA. CCAA agrees to pay County a total fee for trained ARFF Services, herein defined, at the Punta Gorda airport as follows:

- a. The rates charged for ARFF personnel at the Punta Gorda Airport shall be the rate as established by the COUNTY's firefighters' union Agreement, as amended, revised or adopted from time to time, along with the respective cost of employer's annual contribution to the Florida Retirement System, FICA, Life Insurance, Workers' Compensation, Accrued Compensatory Time, and, single employee's health coverage ("Rate"). The Rate shall be calculated annually on October 1st of each year as the median of all firefighter/EMT plus \$1.50 per hour for ARFF specifically.
- b. The Rate may be modified as mutually agreed to by the PARTIES upon written amendment of this Agreement if union rate changes.
- c. Additional costs and expenses shall include, but not be limited to, ARFF-related tuition and travel costs as approved by CCAA, but shall not include the Rate. Additional costs and expenses shall be billed to CCAA and reconciled monthly as incurred.
- d. County agrees to permit CCAA to pay the Rate in monthly installments to be made payable to the Charlotte County Board of County Commissioners at c/o County Administrator, 1850 Murdock Circle, Building A, 5th Floor, Port Charlotte, FL 33948 on the first day of each month. Payments delivered after the 10th day of each month shall be deemed late. Upon receipt of notice from County, CCAA must tender payment immediately. CCAA's failure to tender payment or otherwise cure shall constitute a breach of this agreement and all payments due and owing under

this agreement shall be immediately due and payable to the County without further notice or demand.

- e. Annual and periodic ARFF-related training costs and expenses required by, and in furtherance of, this Agreement for no fewer than 8 firefighters.

4. TERMINATION PRIOR AGREEMENT. CCAA shall pay all monthly amounts due under the prior agreement through September 30, 2020. CCAA shall pay an additional \$70,000.00 on or before September 30, 2020. Upon COUNTY'S receipt of full payment of the additional sum, the PARTIES agree the prior ARFF Interlocal Agreement is terminated effective September 30, 2020 and all obligations thereunder paid in full. If CCAA fails to pay the additional sum by the date specified, this Agreement shall be deemed null and void and of no further effect upon the PARTIES.

5. FACILITIES: The fire services will be conducted from the fire station located at the Punta Gorda Airport as defined in map attached as Exhibit 1 or from such facility as the PARTIES may agree upon in writing.

6. ARFF SERVICES PROVIDED. The services that Charlotte County Fire/EMS Aircraft Rescue and Firefighting ("ARFF") will provide ("ARFF Services") will consist of the personnel required to meet Index "c" as outlined in 14 CFR Part 139 ss 139.315. CCAA shall be permitted with 30-day notice to lower or raise its index as required by the FAA. However, under no circumstances shall the minimum number of ARFF personnel be less than two per shift.

7. PROVISION OF SERVICE BY COUNTY. COUNTY hereby consents to provide fire service support to CCAA at the Punta Gorda Airport. Specific services and duties to be performed are as follows:

- a. The Airport will designate an airport liaison as a point of contact for ARFF.
- b. ARFF will maintain appropriate mutual aid agreements with other local emergency response jurisdictions.
- c. Provide Alert 1, 2, and 3 responses according to FAA guidelines, and immediately notify the CCAA and CCSO of responses.
- d. Perform a dedicated Telephone Ring-Down Circuit test from Air Traffic Control (Punta Gorda Tower) each morning prior to tower opening (currently at 06:45 hours) or by an alternate method as agreed by the parties.

- e. Respond to medical, fire, Hazmat or fire alarms at the terminal, on aircraft, in hangars and other buildings, at fuel storage facilities, in the parking lots or any other areas on and around the airport. See map attached as Exhibit 1 for delineation of physical locations included in this agreement.
- f. Complete training in accordance with 14 CFR 139, and Florida Administrative Code Chapter 64E-2 (FAC 64E-2). Maintain copies of all personnel training records at the airport fire station for a minimum of 36 months for periodic inspection by FAA and CCAA. All training shall be consistent with relevant federal regulations and applicable collective bargaining agreements.
- g. Each ARFF member shall practice a timed emergency response drill with equipment and personal protective gear at least quarterly demonstrating proficiency in meeting the response time required under 14CFR139. A record of the drill and the time achieved shall be maintained in the station for a minimum of 36 months for periodic inspection by FAA and CCAA.
- h. Complete daily, monthly, quarterly, and yearly apparatus checks and inspections for all assigned ARFF vehicles at the airport fire station in accordance with 14 CFR 139. Maintain copies of all required inspection records at the airport fire station for a minimum of 36 months for periodic inspection by FAA and CCAA.
- i. Maintain currency in Airport Ground Vehicles and Pedestrians Training Program and Airport Self-Inspection Program as contained in the Airport Certification Manual, Section 14CFR139, as amended. Maintain a record of the above training in the airport fire station for a minimum of 36 months for periodic inspection by FAA and CCAA personnel. Airport Ground Vehicles and Pedestrians Training Program training and supervision shall be provided by CCAA. CCAA shall provide Airport Ground Vehicles and Pedestrians Training Program training and training materials at no cost to County or ARFF staff.
- j. Maintain familiarity with ARFF responsibilities under the Airport's FAA Approved Airport Certification Manual, as amended. Assist Airport staff with updates and revisions to the Airport Emergency Plan and other sections of the Airport Certification Manual related to ARFF Services.

- k. Participate in the airport's all disaster exercises and in other training exercises required by 14CFR139.
- l. Designate an Officer responsible to maintain training records for all ARFF staff at the FAA station. The Training Officer or his designee shall be available to meet with FAA during the annual 14CFR139 inspection and present all training records and shall serve as a point of contact for CCAA regarding training matters. Inspection training and supervision shall be provided by CCAA. CCAA shall provide inspection training and training materials at no cost to County or ARFF staff.
- m. Inspect the physical facilities of each airport tenant-fueling agent every three months for compliance with 14 CFR 139.321(b) using forms approved by CCAA. Maintain inspection records in the airport fire station for a minimum of 36 months for periodic inspection by FAA and CCAA. Inspection training and supervision shall be provided by CCAA. CCAA shall provide inspection training and training materials at no cost to County or ARFF staff.
- n. Coordinate station ARFF equipment and apparatus repairs through CCAA facilities staff. CCAA will approve and make station ARFF equipment and apparatus repairs at its expense. Coordinate with CCAA staff to order and procure station supplies as needed for daily, monthly, and annual maintenance, CCAA will provide ARFF related maintenance and supplies at its expense. Continue vehicle maintenance program as currently in place and maintain emergency vehicle certifications.
- o. Maintain station security on airfield and within airport property as required by 14 CFR 139 may be dispatched to intercept and escort violators from the premises. The "airport property" is shown on Exhibit I and is incorporated into this agreement by reference.
- p. Perform communications with FAA Control Tower, FAA Flight Service Station, Airport staff, and Local Air Traffic as needed.
- q. Assist with morning and evening runway checks with airport staff in accordance with the Airport Certification Manual, Section 14 CFR 139.

- r. Assist with morning (prior to first airline departure) and evening Foreign Object and Debris/Safety/Wildlife inspections with airport staff in accordance with Airport Certification Manual Section 14 CFR 139.
- s. Assist with Airfield Lighting Inspection nightly after official sunset.
- t. Assist with daily airfield perimeter fencing inspection.
- u. Assist with wildlife hazard management removal in compliance with Airport Certification Manual Section CFR 139.
- v. Communicate to response personnel from off-airport as necessary in compliance with 14 CFR 139.
- w. Assist with random fire safety and security perimeter "drive-through" patrols of the general aviation hangar complex, both land side and airside, CCAA fuel storage facility and commercial terminal area nightly one (1) between 2200 and 2400 hours and one (1) during any preflight FOD performed by ARFF crews.
- x. Will maintain airfield and communications watch of air carrier operations during hours of Tower Closure. CCAA shall install and maintain equipment in ARFF station sufficient to permit ARFF crews to monitor all arrivals and departures. CCAA shall replace and maintain the aviation radio and related equipment in the ARFF station. ARFF crews shall not be required to comply with this paragraph until the CCAA completes the equipment installations described in this paragraph.
- y. Perform annual airside and landside fire inspections on hangars owned and occupied by CCAA or which CCAA has leased to third parties. ARFF crews shall document the inspections using its forms and safety surveys.

8. **DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the PARTIES and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the PARTIES any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the PARTIES.

9. **NOTICE.** Any notice or document required to be delivered under this Agreement shall be in writing and shall sent to the following addresses:

AS TO CHARLOTTE COUNTY:

Hector Flores, County Administrator
Charlotte County
18500 Murdock Circle
Port Charlotte, FL 33948-1068

AS TO CCAA:

James W. Parish, P.E.
Executive Director
Punta Gorda Airport
Charlotte County Airport Authority
28000 Airport Road, Suite A-1
Punta Gorda, FL 33982

WITH COPY TO:

Janette S. Knowlton, Esq.
County Attorney
18500 Murdock Circle, Ste. 573
Port Charlotte, FL 33948

WITH COPY TO:

Darol H.M. Carr, Esq.
Charlotte County Airport Authority
99 Nesbit Street
Punta Gorda, FL 33950

10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the PARTIES and supersedes all prior oral or written agreements pertaining to the provision of fire service that are now incorporated into this Agreement. All other provisions of any agreements between the PARTIES not pertaining to the provision of fire service in the Service Area remain in full force and effect and are not changed by this Agreement. Any amendment to this Agreement must be in writing and signed the PARTIES.

11. FORCE MAJEURE. Neither party shall be in default of the terms of this Agreement if such action is due to a natural calamity, act of a government other than either of the PARTIES, or similar force majeure causes beyond the control of either party.

12. GOVERNING LAW. The validity, construction and performance of this Agreement shall be governed by the internal laws of the State of Florida without regard to conflicts of laws. Venue shall lie solely in Charlotte County, Florida.

13. FEDERAL FUNDING. The PARTIES acknowledge and understand that at some time during the pendency of this agreement, the Punta Gorda airport may become eligible for federal funding for grants or for disaster mitigation or recovery that relate to services COUNTY is providing under this agreement. The PARTIES agree to cooperate and act jointly when seeking federal funding of any kind whenever such funding relates to the services provided under this agreement.

14. NOT CONSTRUED AGAINST DRAFTER. This Agreement has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this

Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

15. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. SEVERABILITY. If any portion of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement.

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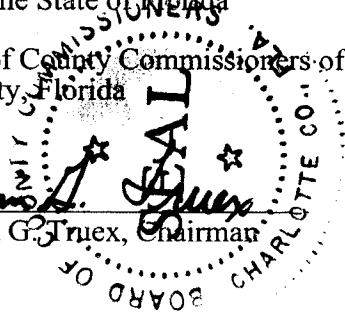
IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the date and year first above written.

CHARLOTTE COUNTY

CHARLOTTE COUNTY, a political subdivision of the State of Florida

For the Board of County Commissioners of Charlotte County, Florida

By: William G. Truex
William G. Truex, Chairman



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

By: Michelle DeBernardino
Deputy Clerk AGR2020-049

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR19-0636 *me*

**CHARLOTTE COUNTY AIRPORT
AUTHORITY**

By: James W. Parish
James W. Parish, P.E.
Executive Director **ICED**

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Darol H. M. Carr
Darol H. M. Carr, Board Attorney for
Charlotte County Airport Authority

