

**MEMORANDUM OF UNDERSTANDING  
SARASOTA COUNTY PUBLIC HOSPITAL DISTRICT  
SARASOTA MEMORIAL HOSPITAL NORTH PORT ER HELIPORT**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into as of \_\_\_\_\_, 2022 (“Effective Date”), by and between **Sarasota County Public Hospital District, a Florida independent special district d/b/a Sarasota Memorial Health Care Center & ER at North Port and Sarasota Memorial Health Care System**, having its principal place of business at 1700 S Tamiami Trail, Sarasota, Florida 34239 (“Hospital”), and **City of North Port Fire Rescue District**, located in North Port, Florida (“City”). Each of Hospital and City are referred to herein individually as a “Party” and collectively as the “Parties”.

**WHEREAS**, Hospital has developed the heliport, located at 2345 Bobcat Village Center Rd., North Port, FL 34288 (“Hospital Heliport”).

**WHEREAS**, City operates two of its heliports, located at North Port Fire Rescue Station 81 and North Port Fire Rescue Station 84 (individually and collectively, “City Heliport”), and each City Heliport is within three (3) nautical miles distance from the Hospital Heliport (as between City Heliport and Hospital Heliport, individually, a “Heliport,” and collectively, “Heliports”).

**WHEREAS**, the Parties have developed their respective Heliports in accordance with the Federal Aviation Administration's Advisory Circular 150/5390-2C– Heliport Design (“Design Guide”). Besides the accommodation of flight paths, lighting, and appropriately-sized infrastructure for the safety of the flying public, accommodations for Section 417 of the Design Guide have been taken into consideration. These recommendations address fire safety and site safety/security.

**WHEREAS**, The Heliports are non-towered private heliports primarily used for VFR emergency medical helicopter operations.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and obligations below and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree:

- 1. Procedure.** To facilitate traffic separation while approaching and departing the Heliports, the following procedures will be utilized:
  - a. Arriving pilots will announce their position and intentions as soon as practicable prior to entering the area, as able due to current position of responding aircraft upon activation, from their intended landing area on the dedicated helicopter common frequency 123.025 MHz.
  - b. Departing pilots will announce their intentions and direction of flight prior to lift-off on the dedicated helicopter frequency 123.025 MHz.
  - c. Once clear of all listed heliport traffic patterns, a final announcement will be made stating location, altitude, and intentions.

- d. Unless landing or departing, aircraft should avoid overflight of the Heliports to the extent possible as depicted on the attached Exhibit A.
  - e. Aircraft transitioning these areas will announce their location, direction, altitude, and intentions on the dedicated helicopter common frequency 123.025 MHz and continue to maintain visual separation from all other aircraft operating in the area.
  - f. Representatives from the Parties shall establish and maintain open communications and meet every 6 months or at such other mutually agreed upon date and time, as necessary to review and address any operational or safety issues.
2. **Term.** This MOU shall be for a period of and continue for two (2) years commencing on the Effective Date (the “Term”). This MOU will automatically extend for one (1) year periods unless written notice is given to the other Party of a Party’s termination at least thirty (30) days prior to the termination date.
3. **Insurance.** Each Party shall provide the other Party with a certificate or certificates of insurance certifying the existence of all coverage required under this MOU.
- a. **City’s Obligations.** As a public entity, City has sovereign immunity pursuant to F.S. § 768.28(9)(a), and its liability for tort claims (i.e., negligence, etc.) is limited to \$200,000 per claim/\$300,000 per incident and the officers, employees, and agents of City are not subject to personal liability. Consequently, City self-insures for various liability areas, including items normally covered by professional liability insurance. City does carry excess commercial general liability insurance coverage of \$2,000,000 each occurrence.
  - b. **Hospital’s Obligations.** As a public entity, Hospital has sovereign immunity pursuant to F.S. § 768.28(9)(a), and its liability for tort claims (i.e., negligence, etc.) is limited to \$200,000 per claim/\$300,000 per incident and the officers, employees, and agents of Hospital are not subject to personal liability. Consequently, Hospital self-insures for various liability areas, including items normally covered by professional liability insurance. Hospital does carry commercial general liability insurance coverage of \$1,000,000 each occurrence, with a \$10,000,000 umbrella excess policy
4. **Relationship of the Parties.** Nothing contained in this MOU shall be interpreted, deemed, or construed as creating a partnership, joint venture, or relationship of principal and agent between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
5. **Compliance.** The Parties agree that the benefit to each Party do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility, controlled, managed, or operated by any Party. Each of the Parties expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it the requirement of this MOU to offer or receive any remuneration or benefit of any nature or to solicit, require,

induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid, or other payor.

**6. Notice.** Except as specified elsewhere in this MOU, all notices provided for in the MOU must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A Party may update its notice information by providing written notice to the other party:

In the case of Hospital:

Sarasota Memorial Health Care System  
1700 S. Tamiami Trail  
Sarasota, FL 34239  
Attn: Director of Facilities Management,

In the case of City:

City of North Port, Florida  
Attn: City Manager  
Attn: Risk Manager  
4970 City Hall Blvd.  
North Port, Florida 34286

with a copy to:

City of North Port, Florida  
Attn: City Attorney  
4970 City Hall Blvd.  
North Port, Florida 34286

**7. Governing Law.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this MOU. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this MOU are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

**8. Miscellaneous.**

- a. **Authority to Execute MOU.** Each Party represents and warrants that it has full right and authority to enter into this MOU and carry out its obligations hereunder.
- b. **Binding Effect/Counterparts.** This MOU shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors, assigns, heirs, executors, administrators, and personal representatives. This MOU may be executed in two or more counterparts each of which shall be deemed an original, and all of which, when taken together constitute one and the same document.
- c. **Severability.** In the event any court shall hold any provision of this MOU to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the Parties. 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.
- e. **Headings.** The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this MOU and do not affect its construction.
- f. **Complete Agreement.** This MOU incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that

there are no commitments, agreements or understandings concerning the subject matter of this MOU that are not contained in this document. This MOU supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.

- g. **Amendment**. No amendment, change, or addendum to this MOU is enforceable unless agreed to in writing by both Parties and incorporated into this MOU. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all MOU amendments on behalf of City that do not change City's financial obligations under this MOU.
- h. **Assignment**. No Party shall assign this MOU or any right or responsibility herein unless with the written consent of the other Party.
- i. **Non-Discrimination**. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Hospital shall not administer this MOU in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**[Signature page follows]**

**IN WITNESS WHEREOF**, the Parties have executed this MOU by its duly authorized representative on the date set forth below.

**Sarasota County Public Hospital District**

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

Name: \_\_\_\_\_

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

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

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2022.

**City of North Port, Florida**

By: \_\_\_\_\_  
Pete Emrich  
Mayor

**ATTEST**

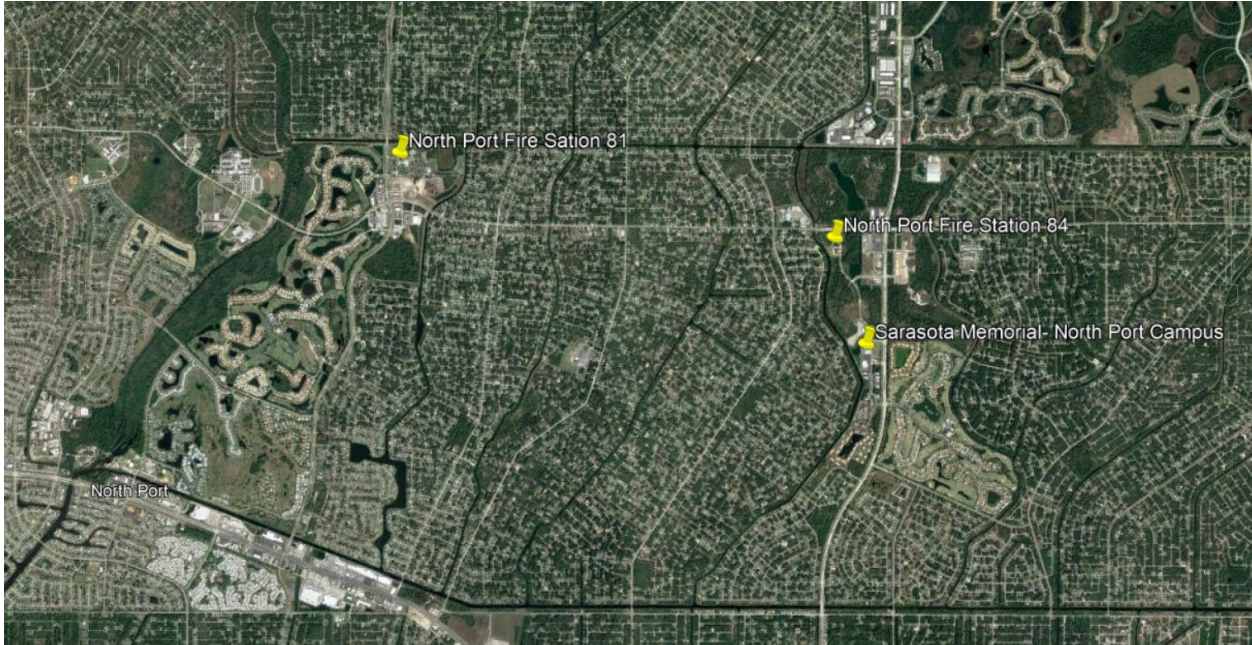
\_\_\_\_\_  
Heather Taylor, MMC  
City Clerk

**APPROVED AS TO FORM AND CORRECTNESS**

\_\_\_\_\_  
Amber L. Slayton  
City Attorney

**Exhibit "A"**

**North Port Fire Rescue Station 81 Heliport //KEVB Local Area Overview:**



**North Port Fire Rescue Station 81 Heliport operating area and notional Traffic Pattern depiction:**

