



**Board of County Commissioners - Staff Report**

**Meeting Date:** September 7, 2021  
**Submitting Dept:** Teton County Sheriff's Office

**Presenter:** Keith Gingery  
**Subject:** SAR Helicopter

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**Statement / Purpose:** Consideration of approval of agreement with Helicopter Express for helicopter services for Teton County Sheriff's Office Search and Rescue (SAR).

**Background / Description (Pros & Cons):** The Teton County Sheriff's Office (TCSO) put out an RFP for helicopter services for SAR in 2019. Helicopter Express was the winning bidder and awarded the SAR helicopter contract from October 1, 2019, through May 31, 2020. The contract contained an option for the parties to renew for four (4) additional terms with a 3% annual increase. The County exercised that option last year and extended the contract for the 2020-2021 winter season. The County now desires to extend the contract for another one (1) year for the 2021-2022 winter season.

**Stakeholder Analysis & Involvement:** Volunteers with Teton County Search and Rescue have reviewed this contract.

**Fiscal Impact:** Helicopter Express's rates for SAR services are as follows: \$257,500 yearly base rate (\$32,187.50 per month for eight (8) months); \$1,339 Training Flight hourly rate, \$3,914 Search and Rescue hourly flight rate; \$2266 Non-Rescue use hourly flight rate, and \$3.61 per mile Fuel Support vehicle rate. Additionally, Teton County is guaranteeing a minimum contract amount of \$385,735.00 regardless of flight time. Last year's base minimum was \$250,000 and the last year's guaranteed minimum was \$374,500.00.

**Staff Impact:** Minimal, the TCSO has had a helicopter contracted for Search & Rescue services in the past and most procedures are well understood.

**Legal Review:** Gingery

**Staff Input / Recommendation:** Approve the Second Amendment to the Search and Rescue Helicopter Agreement with Helicopter Express.

**Attachments:** Proposed Second Amendment to the Search and Rescue Helicopter Agreement with Helicopter Express

**Suggested Motion:** I move approve the Second Amendment to the Search and Rescue Helicopter Agreement with Helicopter Express.

## SECOND AMENDMENT TO AGREEMENT FOR HELICOPTER SERVICES

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This Second Amendment to the Agreement for Helicopter Services (hereinafter "Second Amendment") is made and entered into to be effective as of this \_\_\_\_\_ day of September, 2021, by and between Teton County, a duly organized county of the State of Wyoming, located at P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter "County") and Helicopter Express, 2025 Flightway Drive, Chamblee, Georgia 30341 (hereinafter referred to as "Contractor").

WHEREAS, the parties entered into the Agreement for Services (the "Agreement") on October 1, 2019, contracting for the services of Contractor to provide services to provide a Search and Rescue helicopter for the 2019-2020 winter season that shall be renewable at the sole discretion of the County for four additional one-year terms with an annual 3% adjustment. The parties entered into a First Amendment on September 15, 2020 for the 2020-2021 winter season; and

WHEREAS, the County is agreeable extending the agreement of one (1) year and to extend the compensation structure of the First Amendment dated September 15, 2020 and all other terms of the October 1, 2019 original agreement shall apply;

NOW THEREFORE, the County and Contractor agree to the following:

1. The Agreement shall be renewed for an additional year, and the term of the Agreement shall be until May 31, 2022.
  
2. All terms of the Agreement, dated October 1, 2019 and the compensation structure of the September 15, 2020 First Amendment, which are not in conflict with the terms of this Second Amendment, shall remain in full force and effect. With the 3% adjustment, Article 2. Compensation and Payment shall be amended and read as follows:

The County agrees to pay Contractor as full compensation for all services provided hereunder, the amount of \$32,187.50 per month to be on call to provide search and rescue operations flight service to the County within one (1) hour of notification. County also agrees to pay \$3,914.00 per hour for actual flight time service for search and rescue operations. There will be a guaranteed actual flight time at the rate of \$1339.00 per hour for 45 hours of training. The public use rate for operations other than search and rescue shall be \$2266.00 per hour. The County will pay \$3.61 per mile for mileage of the fuel truck while used for Teton County Sheriff's Office

Search and Rescue operations. Additionally the County agrees that if by May 31, 2022 all sums paid to the Contractor for the October 1, 2021 to May 31, 2022 term do not equal or exceed at least \$385,735.00 the County will make a payment to the Contractor for the difference between the amount paid for the term and \$385,735.00. Contractor shall present appropriate vouchers to the Clerk of Teton County on a monthly basis. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after termination of this contract in order to audit and verify the aforesaid charges.

**APPROVAL AND EXECUTION**

IN WITNESS WHEREOF the undersigned have executed this Agreement on the day and year written above, to be effective on the date reflected above.

**Teton County, State of Wyoming:**

\_\_\_\_\_  
Natalia D. Macker, Chairwoman  
Teton County Board of Commissioners

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Maureen E. Murphy, Teton County Clerk

\_\_\_\_\_  
Date

Teton County Sheriff

\_\_\_\_\_  
Matt Carr, Teton County Sheriff

\_\_\_\_\_  
Date

**Helicopter Express:**

\_\_\_\_\_  
Richie Kittrell, Chief Operating Officer

\_\_\_\_\_  
Date