

**COUNTY OF VOLUSIA STANDARD INTERLOCAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT SERVICES TO THE CITY OF
DELTONA, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as COUNTY, and the City of Deltona, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 2345 Providence Boulevard, Deltona, Florida 32725, hereinafter referred to as CITY.

RECITALS

1. The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall *not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers.* The parties *expressly deny* any intent, express or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the 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. 163.01(21), Florida Statutes.
4. Pursuant to 768.28(18), Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of the CITY, after evaluation of options for the provision to its residents of the municipal law enforcement services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for such services, which services will be performed by COUNTY personnel, but under the managerial direction of the City Commission and the City Manager in accordance with the terms of this Agreement.
6. COUNTY certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated herein, and COUNTY is willing to provide such services to CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

7. The foregoing recitals are hereby adopted as a material part of this Agreement.
8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* law enforcement services and equipment to the CITY (hereafter, the Contract Services), at the level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.
9. **VOLUSIA COUNTY SHERIFF.** COUNTY shall provide the Contract Services through the Volusia County Sheriff (hereafter, Sheriff) who shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation, and implementation of this Agreement.
10. **ENFORCEMENT OF LAWS.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, federal laws, COUNTY ordinances applicable within the CITY, as well as the ordinances of the CITY.
11. **SCOPE OF SERVICE.** COUNTY shall provide 24-hour law enforcement services to the CITY and enforce all laws as provided in Article 10 hereof. Staffing levels shall provide for a total of sixty-nine (69) sworn personnel including supervisors and three (3) office workers. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working (twelve) 12 hour shifts. Office personnel shall staff a substation located within the municipal boundaries, said substation to be open to the public for a minimum of 8 hours per day, 5 days per week. All dispatching will be handled by the Sheriff. It is the specific understanding of the parties that in no event will any hiring freeze or other staffing condition of the Sheriff's Office, county-wide, lead to any reduction of level of service provided in this Agreement or increase overtime charged to CITY under this Agreement.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level will be full staffing. Every attempt within reason will be made to insure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this contract.

Nevertheless, the parties understood that from time to time emergencies may require the transfer of personnel to or from the municipal limits of CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.

No officer or department of the COUNTY shall perform for the CITY any function not within the scope of the duties of such officer or department in performing the same kind of services for the COUNTY.

12. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are a *municipal* level of services. Such Contract Services shall be provided by COUNTY resources *distinct from* the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, County Services), which services COUNTY would provide irrespective of this Agreement and which

services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein, the County Services shall continue to be funded directly from COUNTY general funds revenues.

13. COMPENSATION and LEVEL OF SERVICE. CITY shall pay COUNTY the sum of SEVEN MILLION TWO HUNDRED FORTY EIGHT THOUSAND SIX HUNDRED FIFTY NINE (\$7,248,659.00) DOLLARS for the foregoing law enforcement services for fiscal year 2006-07, in accordance with CITY'S adopted budget for said services.

COUNTY agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the COUNTY provide services either different in kind, or at a higher level than that contemplated herein, the City Manager shall have the authority to negotiate with the COUNTY regarding modification of the Agreement and shall bring any modification to which the COUNTY agrees to the City Council for appropriate action. During a fiscal year any request for modification of service levels which are not deemed material under Article 24 shall be in writing to the Sheriff and in accordance with the notification requirements of Article 26. Should a request come within the parameters of Article 24 that Article shall be controlling.

COUNTY shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the COUNTY shall reconcile actual costs and remit to CITY any monies due, or submit a contract modification to increase compensation during the next fiscal year if final costs for the year exceed the amount budgeted. The CITY pledges any legally available non-advalorem taxes to pay any deficit in compensation to the COUNTY for services rendered to the CITY under this Agreement and agrees to pay any such deficit from such funds even in the event of termination of this Agreement.

14. DEPUTY EQUIPMENT/SUBSTATION FACILITIES. The Sheriff shall provide each deputy who provides Contract Services with a patrol automobile and all other necessary and appropriate equipment, which equipment shall at all times remain the property of the COUNTY. Deputies providing Contract Services shall operate out of a substation facility located within the municipal boundaries of the CITY, and provided for by the CITY. All furniture and equipment located within the substation and provided by the Sheriff shall at all times remain the property of the COUNTY. Any improvements made to the CITY'S substation facility by the Sheriff shall become the property of the CITY.

15. DIVISION OF MANAGEMENT RESPONSIBILITIES. During the term of this Agreement the CITY shall have the continuing right and authority to manage and direct, in general terms, the provision of the Contract Services, as outlined in this Agreement, including the deployment of personnel and equipment. However, where specific professional standards are applicable to the actual implementation of such forces, the Sheriff's designated officer in charge (OIC) of the assigned personnel, or his or her designee, shall have the authority for decision making within that realm. The Sheriff or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein.

16. **LIAISON.** A close liaison shall be maintained between the CITY and the Sheriff. The Sheriff agrees to make available to the City Manager a specified member or members of his command staff who shall be available at reasonable times to act as liaison between the CITY and the Sheriff. The City Manager and the Sheriff, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement.

17. **AUTHORITY TO ACT.** CITY hereby vests in each sworn deputy of the Sheriff, who from time to time may be assigned to CITY under this Agreement, to the extent allowed by law, all law enforcement powers and jurisdiction of the CITY which are necessary to implement and carry out the Contract Services, for the limited purpose of giving official and lawful status and validity to the performance thereof by sworn deputies. Every sworn deputy of the Sheriff, designated by the Sheriff to provide Contract Services and actually engage in the performance of the Contract Services shall be deemed to be a sworn officer of the CITY. Accordingly, such sworn deputies of the Sheriff are hereby vested with the power to enforce the ordinances of the CITY, to make arrests and searches in accordance with the law, and to perform all other law enforcement functions incidental and necessary to the performance of the Contract Services.

18. **PERSONNEL MATTERS.** All COUNTY personnel assigned to perform Contract Services shall remain subject to COUNTY merit rules and regulations for all purposes contemplated thereunder, including, but not limited to, hiring, training and assignment, annual and sick leave, promotions, merit and cost-of-living raises, and disciplinary actions as well as being subject to Sheriff's Office Directives. Any complaint of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Sheriff, who shall remain the appointing authority for such employee, for all purposes designated under the COUNTY Merit Rules. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

19. **FINES and FORFEITURES.** All fines and forfeitures rendered in any court as a result of charges made by the Sheriff shall be distributed as provided by general law and the rules of the court. Extraordinary revenues generated within the municipal boundaries of the CITY shall be distributed based upon the specifics of the situation, applicable law, and by agreement between the City Manager and the Sheriff.

20. **RECORDS.** The Sheriff shall maintain Uniform Crime Reporting records regarding crimes committed within the CITY. A computer printout reflecting this information shall be furnished to the City Manager each month. Additionally, the Sheriff shall maintain a dispatch log regarding all calls for assistance originating from within the city limits. The dispatch log shall reflect the time a call is received, the time a call is dispatched, the deputy's arrival time, the time the assignment is completed and the geographical location of the incident.

21. **TERM.** This Agreement shall take effect on the 1st day of October, 2006, and shall continue in effect for a term of three (3) years subject to budget appropriations, except that the Sheriff and the COUNTY may on an annual basis request an increase in the total cost of the services by a figure that does

not exceed the actual increase in costs of the services provided. The CITY shall have the option to renew this Agreement for three (3) additional years, in multi-year or single year increments, upon notification to the Sheriff in writing of its election to do so. In the event that the CITY elects to exercise such option, the extension of this Agreement shall be upon the same terms and conditions as is set forth herein, together with any amendments hereto. During the terms of this agreement a services transition report may be prepared at the direction of the City Commission. Said study to include at a minimum all parties to this agreement and with a defined scope. It is understood that this report is for information and planning purposes only and shall not bind the City Commission or the COUNTY to any action.

22. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement, and it is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or person property of CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY. The foregoing notwithstanding, the CITY will pay deficits for services rendered by the COUNTY to the CITY in accordance with Article 13.

23. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. It is the intent of the CITY that the CITY'S management decisions as contemplated in Article 15, above, are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services. Should the CITY direct or exercise operational control in fact beyond that contemplated in Article 15, and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have such responsibility for the liability attributable to the CITY subject to the provisions of recital number 4 and Article 23 of this Agreement. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. **MODIFICATION.** The CITY shall notify Sheriff no later than May 15 of each year regarding any material change it intends to make in the Level of Service (LOS) provided for herein, as compared to

the services described in Article 11. Following each such notification, and with concurrence of the Sheriff to match the level of service, an adjustment will be made to the LOS for the next fiscal year, and the annual compensation rate shall be adjusted. In each renewal year, the compensation shall be paid quarterly, as provided in Article 13, above. Nothing in this article shall preclude the CITY or the COUNTY from requesting contract modifications at other times during this Agreement regarding the service levels or costs identified in Article 13 if such changes are not a material change, i.e., a change which results in a change in compensation whether higher or lower that exceeds five (5%) percent of the compensation set forth in Article 13.

25. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the other party, said written notice to be given no less than 365 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other parties and a receipt thereof signed by the other party.

26. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

COUNTY: A. County Manager, James I. Dinneen
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

B. Sheriff, Ben F. Johnson
Thomas C. Kelly Administration Center
123 West Indiana Avenue
DeLand, Florida 32720

CITY: City Manager, Steven Thompson
2345 Providence Boulevard
Deltona, Florida 32725

27. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third persons corporation, or entity other than the parties hereto any right or cause of action for damage claims against any of the parties to this Agreement arising from the performance of this obligation and responsibilities of the parties herein or for any other reason.

28. **NON-ASSIGNABILITY.** The COUNTY shall not assign the performance of the Contract Services to any other governmental or private entity, or in any manner contract for the provision of the Contract Services by a third party without the express written consent of the CITY and the COUNTY, which consent must have been agreed to between the CITY and the COUNTY at a public meeting.

29. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this

Agreement for which either party initiates to enforce its right hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act"


30. **TRANSITION ANALYSIS.** In any year of this agreement if the CITY should request same, the COUNTY shall participate in an analysis of the feasibility of a CITY police department at the CITY'S cost. The analysis shall include, but shall not be limited to, cost effectiveness, shared responsibilities, mutual aid, facility and capital needs and personnel requirements. It being the intent of the parties to develop, without a predisposition to a particular result, information which will enable the CITY to decide if, how, and in what fashion and over what time line the CITY may establish a CITY police department. The CITY shall reimburse the COUNTY for all costs associated with participation in such a feasibility analysis.

31. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

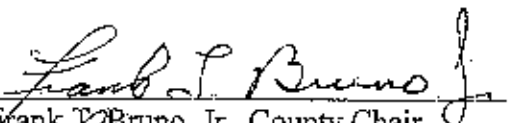
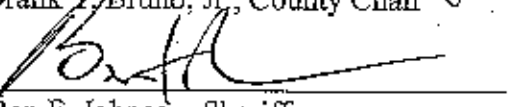
32. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this 21st day of September, 2006.

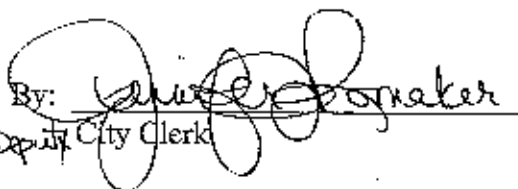
ATTEST:

By: 
James T. Dinneen
County Manager

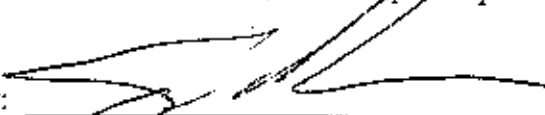
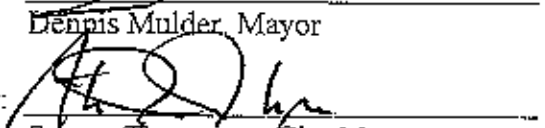
COUNTY OF VOLUSIA, by and through
its County Council

By: 
Frank Y. Bruno, Jr., County Chair
By: 
Ben F. Johnson, Sheriff

ATTEST:

By: 
Deputy City Clerk

CITY OF DELTONA, a municipal corporation

By: 
Dennis Mulder, Mayor
By: 
Steven Thompson, City Manager