

**VOLUSIA SHERIFF'S OFFICE STANDARD INTERLOCAL RENEWAL AGREEMENT FOR
PROVISION OF LAW ENFORCEMENT SERVICES TO THE CITY OF
DELTONA, FLORIDA**

THIS AGREEMENT is entered into by and between the Volusia Sheriff's Office, an independent constitutional officer ("SHERIFF"), with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, 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 SHERIFF is authorized by § 125.01(1)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 SHERIFF 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 SHERIFF.

3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting "...local governmental units 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." § 163.01(2), Florida Statutes.

4. Pursuant to § 768.28(19), Florida Statutes, neither the SHERIFF nor the CITY waives any defense of sovereign immunity, or increases of 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 Commission 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 continuing to contract with SHERIFF for such services, which services will be performed by SHERIFF personnel, but under the managerial direction of the City Commission and the City Manager in accordance with the terms of this Agreement. SHERIFF previously provided such services to the CITY as a department head of the County of Volusia. Pursuant to Amendment 10 to the Florida Constitution, SHERIFF is now an independent constitutional officer as of January 5, 2021.

6. SHERIFF certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified to perform the services enumerated herein, and SHERIFF 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 SHERIFF 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 SHERIFF'S OFFICE.** SHERIFF shall provide Contract Services as an independent constitutional officer 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.** SHERIFF 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 eighty-nine (89) personnel including 1 Captain, 3 Lieutenants, 11 Patrol Sergeants, 3 CID Sergeants, 48 Patrol Deputy Sheriffs, 4 K9 Deputy Sheriffs, 16 Detectives, as full staffing, plus three (3) unsworn office/administrative workers. Patrol zones shall be identified within the municipal boundaries and staffed by patrol deputies working (twelve) 12 hour shifts.

It is understood that the CITY expects to receive the contracted staffing levels. The minimum staffing level for patrol deputies shall be six (6) Deputy Sheriffs and one (1) Sergeant per 12-hour shift. Every attempt within reason will be made to ensure that occasional vacancies due to sickness, vacation and/or training will be filled with additional personnel to comply with the provision of this Agreement. The District Captain reserves the right to re-deploy such deputies as the law enforcement needs of the CITY require.

Nevertheless, the parties understand 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 SHERIFF shall perform for the CITY any function not within the scope of the duties of such officer or department in performing contract services for the CITY.

12. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are a *municipal* level of services. Such Contract Services shall be provided by SHERIFF 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 SHERIFF shall continue to provide notwithstanding this Agreement.

The CITY government shall pay SHERIFF for the Contract Services provided for herein. This Agreement does not affect other services that the County of Volusia may provide through county general fund revenues.

13. **COMPENSATION and LEVEL OF SERVICE.** CITY shall pay SHERIFF the sum of FOURTEEN MILLION THREE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED ELEVEN AND TWENTY-FOUR CENTS (\$14,343,811.24) for the foregoing law enforcement services for **FY24-25** in accordance with CITY's adopted budget for said services. Costs for security at CITY's Commission meetings shall be billed separately.

SHERIFF agrees to provide the personnel and equipment at the level of service reflected herein. Should the CITY desire that the SHERIFF provide services either different in kind, or at a higher staffing level than that contemplated herein, the City Manager shall have the authority to negotiate with the SHERIFF regarding modification of the Agreement and shall bring any modification to which the SHERIFF agrees to the City Commission for appropriate action. During a fiscal year, any request for modification of service levels, which are not deemed material under Article 25, shall be in writing to the Sheriff and in accordance with the notification requirements of Article 27. Should a request come within the parameters of Article 25 that Article shall be controlling.

SHERIFF shall draw down funds from the CITY on a quarterly basis for service provided hereunder. Upon completion of the contract year, the SHERIFF shall reconcile actual costs against the compensation set forth in this Section 13 and remit to CITY any monies paid by CITY in excess of actual costs incurred by SHERIFF no later than **December 31, 2025**, or SHERIFF shall invoice the CITY for the difference between actual costs incurred by the SHERIFF and the compensation set forth in this Section 13 and CITY shall pay the same to the SHERIFF no later than **December 31, 2025**. The CITY pledges any legally available non-ad valorem taxes to pay any deficit in compensation to the SHERIFF 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 SHERIFF. 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. The CITY shall provide for the continued use of the facilities at 1691 Providence Boulevard, Deltona, Florida 32725 as the SHERIFF's Deltona Headquarters for the sole and exclusive use of the SHERIFF during the term of this Agreement. The CITY shall provide keys to access all areas of the facilities, none of

which shall be retained by the CITY. All dispatching and minimum staffing shall be handled by the Sheriff. SHERIFF shall staff the Providence Facility lobby, Monday – Friday from 8:00 a.m. to 4:30 p.m., excluding holidays. When the lobby is closed, SHERIFF shall operate a telephone call box, located at the exterior of the lobby, with direct connection to the SHERIFF's dispatch center. All furniture and equipment located within the substation and provided by the Sheriff shall at all times remain the property of the SHERIFF. Any improvements made to the CITY's substation facility by the Sheriff shall become the property of the CITY.

CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. The CITY shall provide, at CITY's expense, for major repairs of the Facilities and property including but not limited to HVAC systems, electrical systems, roof systems and storm damage to the facility and property.

SHERIFF further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event SHERIFF's employees, agents, or invitees destroy, deface, damage, impair or remove any part of the CITY's Facilities, SHERIFF shall be responsible for repairing or replacing such property. Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY.

CITY further agrees to:

- maintain in good repair the parking area and all common areas.
- make any repairs necessitated by water seepage or by other causes not under SHERIFF's control.
- make all repairs or changes which may be necessary to ensure the premises and its use comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.
- provide SHERIFF with adequate parking spaces within reasonable proximity to the Providence Facility to allow SHERIFF to efficiently perform its obligation herein.

SHERIFF agrees to:

- pay for all utility costs including, but not limited to, office equipment and supplies, electric, sewer and water for the Providence Facility.
- provide daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted.
- SHERIFF personnel not conducting personal business at the Facilities.
- park personal vehicles only in designated parking areas.

- utilize the Facilities only for appropriate police services within the City, unless otherwise mutually agreed upon by SHERIFF and the City Manager.
- to use the Facilities only to meet its contractual obligation to provide Contract Services to CITY and not to service any other contracts, clients or obligations, except as otherwise provided in this Agreement.
- not permitting the Facilities to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.
- never to allow unaccompanied minors in the Facilities with the exception of Police Explorers.

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 District Captain in charge of the assigned personnel, or his or her designee, shall have the authority for decision making within that realm. The Sheriff or the District Captain 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.

SHERIFF and CITY agree to act in good faith in resolving any issues, human resources or otherwise, that may arise.

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, consult 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 SHERIFF personnel assigned to perform Contract Services shall remain subject to SHERIFF General Orders ("General Orders") 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. Any complaint of a disciplinary nature by CITY regarding a SHERIFF employee shall be referred to the SHERIFF, who shall remain the appointing authority for such employee, for all purposes designated under the SHERIFF's General Orders. Such SHERIFF 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 Crime Stat 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 November 2024**, and shall continue in effect for a term of **three (3) years** subject to budget appropriations, except that the SHERIFF 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, and the Sheriff agrees to a renewal, the renewed Agreement shall be upon the same terms and conditions as is set forth herein, together with any amendments hereto or as otherwise agreed by the parties upon the same or modified terms. Should the CITY desire to renew this Agreement, it shall make application to the SHERIFF in writing therefore and provide notification in

accordance with Article 26 no later than **July 1, 2027**.

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 SHERIFF 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 personal 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 SHERIFF. The foregoing notwithstanding, the CITY shall pay deficits for services rendered by the SHERIFF to the CITY in accordance with Article 13.

23. **SOVEREIGN IMMUNITY AND INDEMNIFICATION.** 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 SHERIFF 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 25 of this Agreement. The CITY and SHERIFF agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages proximately caused thereby; subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. 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. **INSURANCE.** The CITY and the SHERIFF agree to maintain, throughout the term of this Agreement, sufficient and appropriate insurance coverage, at their own expense, to cover any claims that may arise during the performance of this agreement.

SHERIFF is a participant in the County of Volusia Self-Insurance Program. The Self-Insurance Program covers all officials, officers, employees, and volunteers of the Volusia Sheriff's Office for Automobile Liability, General Liability, Law-Enforcement Liability, and Professional & Employment-Related Practices Liability claims while acting within the scope and course of their employment with the Volusia Sheriff's Office, subject to the County Council Resolution and the applicable excess insurance policies terms and conditions. This includes Workers' Compensation coverage Pursuant to Chapter 440 of the Florida Statutes for any official, officer, employee or volunteer of the Volusia Sheriff's Office while they are acting within the scope and course of their employment with the Volusia Sheriff's Office. The Self-Insurance Program covers all necessary claim costs and claim expenses for covered losses under the Self-Insurance Program.

CITY shall during the term of this Agreement, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the SHERIFF in the event of claims related to the Facilities or damage/destruction of Facilities.

25. **MODIFICATION.** The CITY shall notify the 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 SHERIFF 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 ten (10%) percent of the compensation set forth in Article 13.

26. **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 180 days prior to the requested termination date, said notice to be deemed delivered when a copy is delivered to the other party and a receipt thereof signed by the other party. In the event of such termination or expiration the SHERIFF and the CITY shall, cooperate, in good faith, to effectuate a smooth and harmonious transition from SHERIFF to a CITY police department or other provider chosen by the CITY. Sheriff, shall continue to provide the same level of service during any transition. Also, SHERIFF shall return to the CITY all items of personal property and equipment purchased solely by the CITY during the term of this Agreement and provided to SHERIFF, for its use during the term of the Agreement.

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

SHERIFF: A. Sheriff, Volusia County
Thomas C. Kelly Administration Center
123 W. Indiana Avenue
DeLand, Florida 32720

CITY: B. City Manager, City of Deltona
2345 Providence Boulevard
Deltona, Florida 32725

28. **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.

29. **NON-ASSIGNABILITY.** SHERIFF 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 SHERIFF, which consent must have been agreed to between the CITY and the SHERIFF at a public meeting. Neither will CITY assign any of its obligations or benefits imposed hereby or contained herein, except upon prior written approval by SHERIFF.

30. **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.”

31. **TRANSITION ANALYSIS.** If the CITY should request same, the SHERIFF 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 timeline the CITY may establish a CITY police department. The CITY shall reimburse the SHERIFF for all costs associated with participation in such a feasibility analysis. This Section 31 does not survive the expiration or termination of this Agreement.

32. **VENUE.** The venue for any litigation between the parties arising under this Agreement shall be exclusively in the County of Volusia, Florida, unless the litigation is exclusively cognizable in federal court and venue shall then be exclusively in the United States District Court, Middle District of Florida in Orlando, Florida. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

33. **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.

34. **DRAFTING.** This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

35. **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.

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IN WITNESS WHEREOF, the parties to this Volusia Sheriff's Office Standard Interlocal Agreement for Provision of Law Enforcement Services to the City of Deltona, Florida, have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: _____
Name:
Title:
Dated: _____

VOLUSIA COUNTY SHERIFF'S OFFICE

By: _____
Name: Michael J. Chitwood
Title: Sheriff
Dated: _____

ATTEST:

By: _____
Name: Joyce Raftery
Title: City Clerk
Dated: _____

CITY OF DELTONA

By: _____
Name: Santiago Avila Jr.
Title: Mayor
Dated: _____