



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 2/17/2022 Amount: \$129,125
Department: Police Account #:
Subject: Request Approval of Interlocal Agreement with the Flagler County Sheriff
Office for Enhanced Law Enforcement Services for Major Case
Investigations Detective Resources.
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Interlocal Agreement for the Provision of Enhanced Law Enforcement Services	Contract

Summary/Highlights:

In keeping with Initiative #3 of the Police Department's 2022-2024 Strategic Plan, Reduction of Crime through Community Partnership & Data Driven Policing: Enhance capabilities in addressing violent crime, robberies and gang violence.

The Chief is requesting the Sheriff assist with this initiative by entering into an interlocal agreement to provide Enhanced Law Enforcement Services for Major Case Investigations Detective Resources.

Background:

The Bunnell Police Department's (BPD) faces several significant problems, the lack of staffing, technological resources and an investigative training process. Its current resources are overextended, and BPD has reached its limitations to provide the required resources to properly investigate major crimes.

With the complexity of investigating major crimes and the potential of sophisticated criminal organizations operating within the community, it is vital in getting BPD up to speed with new investigative techniques, resources and support. Until then, major crimes should be outsourced to the Flagler County Sheriff's Office. This will allow BPD to increase transparency within the community where trust of the government has eroded, and community policing in our community has become a necessity.

Staff Recommendation:

Staff recommends the approval of this Interlocal Agreement with the Flagler County Sheriff Office for Enhanced Law Enforcement Services for Major Case Investigations Detective Resources.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

**INTERLOCAL AGREEMENT FOR THE
PROVISION OF ENHANCED LAW ENFORCEMENT
SERVICES**

This Interlocal Agreement (Agreement) is entered into between the Flagler County Sheriff's Office (SHERIFF) the City of Bunnell, Florida, a municipal corporation of the State of Florida (CITY) (collectively, the Parties).

1. The CITY is a municipality within the boundaries of Flagler County, Florida, and wishes to secure enhanced law enforcement services.
2. The CITY requests the SHERIFF furnish the services of a Major Case Detective (DETECTIVE) to assist the Bunnell Police Department.
3. The SHERIFF desires to assist the CITY and ensure the citizens of Bunnell receive professional investigatory service.
4. The SHERIFF shall provide a DETECTIVE at the cost defined in Appendix (A). The costs will be billed monthly with payment expected consistent with the Florida Prompt Payment Act.
5. The Parties recognize the monthly costs identified in Appendix (A) cover the period from April 1, 2022 through September 30, 2022. By May 15th of each subsequent fiscal year SHERIFF shall revise Appendix (A) which will reflect anticipated changes in cost for these services in the next fiscal year. A fiscal year is defined as October 1 thru September 30.
6. The DETECTIVE shall be an employee of the SHERIFF and shall be subject to the administration, supervision and control of the SHERIFF and is also subject to the terms and conditions of this Agreement.
7. The SHERIFF agrees to provide and to pay the DETECTIVE salary and employment benefits in accordance with the applicable salary schedule and employment practices of the SHERIFF, including but not limited to sick leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental and medical insurance along with the costs of operations and equipment. The cost to the CITY is in accordance with Appendix (A).
8. The DETECTIVE shall be subject to all personnel policies and practices of the SHERIFF. The DETECTIVE shall be assigned, located and supervised in

the SHERIFF's Major Case Unit of the SHERIFF's Investigative Services Division.

9. In the event the CITY believes the assigned DETECTIVE is unable to engage in a productive working relationship with the CITY, the following progressive steps will be followed:
 - a. The Bunnell Police Chief shall meet with the DETECTIVE's Major Case Unit Supervisor to express concerns;
 - b. The DETECTIVE's Unit Supervisor shall meet with the DETECTIVE and notify the Bunnell Police Chief of the outcome/resolution as determined by the DETECTIVE's Unit Supervisor;
10. The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline the DETECTIVE. The SHERIFF shall hold CITY free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of the allegations of unfair or unlawful employment practices brought by DETECTIVE.
11. The assignment, reassignment, and any new hire of a DETECTIVE which will be assigned to this detail shall be at the sole discretion of the SHERIFF with input from the Bunnell Police Chief or designee of CITY.
12. The DETECTIVE will be responsible for major case criminal investigations which include, but are not limited to: Homicide, Robbery, Aggravated Battery, Home Invasion, Aggravated Assault, Drive-by-shootings, Kidnapping/Abduction, Endangered Missing Person, Child Exploitation, Elderly Exploitation with injury, Sexual Assault and Domestic Violence with serious bodily injury. It shall be the sole discretion of the SHERIFF or his/her designee to determine if the transferred BUNNELL criminal case complies with this paragraph. All other BUNNELL criminal cases shall be handled in accordance with paragraph 13.
13. All other criminal or administrative investigations and/or violations of law shall remain the responsibility of the Bunnell Police Department. The Bunnell Police Department shall be responsible for all required initial and follow-up reports and/or notification made to the Florida Department of Law Enforcement.

14. During the course of a Major Case investigation, as defined in paragraph 12, should additional resources become necessary to successfully pursue an investigation the SHERIFF shall provide them at no additional cost to the CITY.
15. Initial evidence collected during the course of an investigation will generally be collected and processed by the Bunnell Police Department. The Bunnell Police Department shall transfer all evidence collected during the course of a Major Case Investigation upon request of the Major Case Detective to the SHERIFF's Evidence Facility. In the event SHERIFF's Crime Scene Investigations Unit (CSI) collects the scene, the SHERIFF's CSI shall process all evidence in accordance with SHERIFF's policies.
16. SHERIFF agrees that, to the extent permitted by law, and Section 768.28, Florida Statutes, the SHERIFF will indemnify and hold harmless the CITY, for any damage or injury caused to the persons or property as a result of or due to negligence of SHERIFF or its employees.
17. The CITY agrees that, to the extent permitted by law and section 768.28, Florida Statutes, the CITY will indemnify and hold harmless SHERIFF, for any damage or injury caused to the persons or property as a result of or due to negligence of CITY or its employees.
18. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to either party under the laws of the State of Florida: or (2) a waiver of either party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on either party set forth in section 768.28, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement
19. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 and other applicable law.

20. The Parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of supplemental police/law enforcement/public safety services for certain functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01 (14), Florida Statutes. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.
21. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Florida or in any statute of the State of Florida and as is further set forth in recitations of this Agreement.
22. The Parties recognize that this Agreement shall, at all times, be interpreted and administered to be in harmony with the intent of the Parties that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement.
23. The Parties agree that the terms of this Agreement constitute the entire agreement between the Parties and no other promises or representations, either express or implied, have been made or sought to induce acceptance of this agreement.
24. The initial term of this Agreement commences on the 1st of April, 2022, and ending on the 30th of September, 2022. This Agreement will be automatically renewed beginning October 1st of each successive fiscal year unless notice of non-renewal is given by either party, in writing, prior to July 1st, of the initial or any succeeding term. However, compensation and staffing shall be addressed annually before May 15th of each year and a mutual agreement of the parties shall be reached and reflected in an annually revised Appendix A. If mutual agreement cannot be reached by May 15th of each year, the contract shall terminate at the end of the current year's term.

25. Either party may terminate this Agreement with or without cause by serving written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the ninety (90) days after receipt of the written notice.

26. All notices shall be sent by certified mail to:

For the SHERIFF:
Flagler County Sheriff's Office
Attention: General Counsel
P.O. Box 879
Bunnell, FL 32110

For the CITY:
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

27. The Parties acknowledge that there is adequate consideration for each and every promise contained herein.

28. If any provision of this agreement shall be held invalid or unenforceable, the remainder of the agreement shall not thereby be held invalid or unenforceable.

29. The Parties agree that they have full authority to enter into this Agreement and to make promises, obligations and consideration contained herein.

30. The Parties acknowledge this Agreement consists of six (6) pages and Thirty (30) numbered paragraphs plus Appendix A.

The Parties declare that the terms of this agreement have been completely read, are fully understood, and are voluntarily accepted with full understanding of its meaning and effect.

[Signature Page to Follow.]

CITY OF BUNNELL

BY: Catherine D. Robinson

DATE: 3/14/2022

Mayor

Approved as to form and legality for the City of Bunnell

Vose law Firm, Counsel for the City of Bunnell

Date: 3/14/2022

**FLAGLER COUNTY SHERIFF'S
OFFICE**

BY: _____

Rick Staly, Sheriff

DATE: _____

Approved as to form and legality for the Sheriff

John T. LeMaster, General Counsel

Date: _____

INTERLOCAL AGREEMENT FOR THE
PROVISION OF ENHANCED LAW ENFORCEMENT
SERVICES
APPENDIX (A)

2/13/2022

Salary	\$ 58,507.68
Benefits	\$ 34,361.65
Subtotal	\$ 92,869.33
Equipment and Budgeted OT	\$ 27,256.00
Total	\$ 120,125.33
Monthly Cost	\$ 10,010.44



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 2/23/2022 Amount:
Department: Infrastructure Account #:
Subject: Request Approval for Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for Micro-Surfacing Continuing Services
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
APS Agreement 2022-03	Contract
Sumter County Agreement	Contract
APS RFP 032-0-2021 Bid Package	Bid Package
Sumter County RFP	Bid Package

Summary/Highlights:

The Infrastructure Department anticipates the need to continue the previously established resurfacing program using the micro-surfacing process on eligible streets.

Background:

As one of the priorities previously established by the Commission, Infrastructure is anticipating the need for micro-surfacing. In preparation, Staff would like to lock in pricing by piggybacking the Pavement Maintenance and Rehabilitation Continuing Services agreement between Asphalt Paving Systems, Inc. and the Board of Sumter County Commissioners.

The City contracted with Asphalt Paving Systems, Inc. for previous micro-surfacing projects with great success. Staff would like to continue using their services for future projects.

Staff Recommendation:

Approval of Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for micro-surfacing continuing services.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.