

City of Palm Coast, Florida Agenda Item

Agenda Date: August 15, 2023

Department CITY ADMINISTRATION	Amount
Division	Account #
Subject: RESOLUTION 2023-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES	
Presenter: Lauren Johnston, Assistant City Manager	
Attachments: 1. Resolution 2. Interlocal Agreement	
Background: <u>UPDATED BACKGROUND FROM THE AUGUST 8, 2023, WORKSHOP MEETING:</u> City Council received a presentation on this item at their August 8, 2023, Workshop Meeting. There were no changes proposed to the item. <u>ORIGINAL BACKGROUND FROM THE AUGUST 8, 2023, WORKSHOP MEETING:</u> The City has partnered with the Flagler County Sheriff's Office for law enforcement services since the City's incorporation in 1999. Services within the agreement include: <ul style="list-style-type: none"> • Patrol service and traffic enforcement; • Special event details (including traffic control, safety and security for community-wide events); • Enforcement of City Ordinances as defined in Appendix "B" attached hereto and incorporated herein; • Attendance at all City Council meetings and workshops; • Attendance at City board meetings upon request by the City Manager; and • All other duties and functions customarily rendered by municipal police departments. <p>The terms of the agreement will commence on October 1, 2023, and will end on September 30, 2024. The agreement can then be renewed at the beginning of each successive fiscal year (October 1, 2023) unless notice of non-renewal is given by either party, in writing, prior to May 1st.</p> <p>Additional compensation and staffing shall be addressed annually before July 1st of each year and a mutual agreement of the parties shall be reached and reflected in an annually revised.</p>	
Recommended Action: ADOPT RESOLUTION 2023-XX APPROVING AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SHERIFF'S OFFICE FOR THE PROVISION OF LAW ENFORCEMENT SERVICES	

RESOLUTION 2023-_____
INTERLOCAL AGREEMENT FOR THE PROVISION
OF LAW ENFORCEMENT SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT WITH FLAGLER COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" ("Cooperation Act"), permits 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; and

WHEREAS, pursuant to Chapter 30, Florida Statutes, and the Florida Constitution, the SHERIFF is required to be the conservators of peace within Flagler County ("County") and to perform all duties imposed on it by law within the jurisdictional boundaries of the County; and

WHEREAS, the SHERIFF is an independent constitution officer of the State of Florida; and

WHEREAS, the CITY desires that SHERIFF furnish additional law enforcement services to its citizens within the jurisdictional boundaries of the CITY, as may be amended from time to time, (hereinafter referred to as the "Palm Coast District") above and beyond the statutory base level of law enforcement services already received as citizens of Flagler County and in accordance with Section 2-751, City of Palm Coast Code of Ordinances; and

WHEREAS, the additional law enforcement services to be provided by SHERIFF include services relating to patrol service and traffic enforcement), special events, enforcement of City Ordinances, staffing at City Council meetings, and other services as further enumerated herein; and

WHEREAS, SHERIFF has indicated its willingness to provide specific additional law enforcement services defined herein; and

WHEREAS, this Agreement for provision of law enforcement services is not intended by the parties to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes, or pension purposes, or for any other purpose whatsoever;

WHEREAS, this Agreement is specifically authorized by State law, including, but not limited to, the provisions of Section 125.0101, Florida Statutes; Chapter 163, Florida Statutes, and Chapter 166, Florida Statutes.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Interlocal Agreement with the Flagler County Sheriff's Office for law enforcement services, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the necessary documents.

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15th day of August 2023.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachments: Exhibit A - Interlocal Agreement with Flagler County Sheriff's Office

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

This Interlocal Agreement (“Agreement”) is entered into between the Flagler County Sheriff’s Office (“SHERIFF”) the City of Palm Coast Florida, a municipal corporation of the State of Florida (“CITY”) (collectively, the “PARTIES”).

WHEREAS, pursuant to Chapter 30, Florida Statutes, and the Florida Constitution, the SHERIFF is required to be the conservators of peace within Flagler County (“County”) and to perform all duties imposed on it by law within the jurisdictional boundaries of the County; and

WHEREAS, the SHERIFF is an independent constitution officer of the State of Florida; and

WHEREAS, the CITY desires that SHERIFF furnish additional law enforcement services to its citizens within the jurisdictional boundaries of the CITY, as may be amended from time to time, (hereinafter referred to as the “Palm Coast District”) above and beyond the statutory base level of law enforcement services already received as citizens of Flagler County and in accordance with Section 2-751, City of Palm Coast Code of Ordinances; and

WHEREAS, the additional law enforcement services to be provided by SHERIFF include services relating to patrol service and traffic enforcement), special events, enforcement of City Ordinances, staffing at City Council meetings, and other services as further enumerated herein; and

WHEREAS, SHERIFF has indicated its willingness to provide specific additional law enforcement services defined herein; and

WHEREAS, this Agreement for provision of law enforcement services is not intended by the parties to be a transfer, consolidation, or merger within the meaning of those terms for constitutional or statutory purposes, or pension purposes, or for any other purpose whatsoever;

WHEREAS, this Agreement is specifically authorized by State law, including, but no limited to, the provisions of Section 125.0101, Florida Statutes; Chapter 163, Florida Statutes, and Chapter 166, Florida Statutes.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

ARTICLE 1 - RECITALS

The recitals set forth above (i.e., the “Whereas” clauses) are incorporated herein by reference in their entirety and form a material part of this Agreement upon which the PARTIES have relied.

ARTICLE 2 - LEGAL AUTHORITY

2.1 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.

2.2 The PARTIES 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 and additional 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.

ARTICLE 3- LAW ENFORCEMENT SERVICES

3.1 The following additional law enforcement services shall be provided to CITY by SHERIFF pursuant to the terms of this Agreement:

- a. Patrol service and traffic enforcement;
- b. Special event details (including traffic control, safety, and security for community-wide events);
- c. Enforcement of City Ordinances as defined in Appendix “B”, attached hereto, and incorporated herein;
- d. Attendance at all City Council meetings and workshops;
- e. Attendance at City board meetings upon request by the City Manager;
and
- f. All other duties and functions customarily rendered by municipal police departments.

3.2 The CITY vests in each sworn deputy of the SHERIFF the police powers of

the CITY which are necessary to implement and carry forth the additional law enforcement services outlined above. Moreover, the CITY acknowledges each sworn deputy of the SHERIFF is vested with the CITY'S police powers to enforce the ordinances of the CITY; to make arrests incident to the enforcement of such ordinances; and to do such other things and to perform such other acts as are necessary.

3.3 The following services shall be provided to the CITY at no additional cost to the CITY when the SHERIFF believes such are necessary or desirable:

- a. The duties and obligations enumerated in Section 30.15, Florida Statutes.
- b. 24-hour comprehensive dispatching services.
- c. Crime scene investigation and support.
- d. Aviation and helicopter unit (through mutual aid agreements).
- e. Prisoner and jail services.
- f. Criminal Investigations.
- g. Marine Patrol.
- h. Other support services, such as Traffic Homicide, Canine, records retention, etc. (as available to other districts or law enforcement jurisdictions covered by the SHERIFF).

ARTICLE 4- PERSONNEL

4.1 The SHERIFF will assign personnel to CITY Special Event details, as described above, for community-wide events sponsored by the CITY at no additional cost or expense to the CITY for up to two hundred (200) personnel hours per contract year. After two hundred (200) hours of personnel time the CITY shall reimburse SHERIFF all overtime costs incurred. The CITY finance department will track the number of hours utilized for Special Event details and provide SHERIFF with updates on the number of hours utilized and remaining on a quarterly basis.

4.2 Based on the calls for service and workload within the Palm Coast District, as funded by the County, the minimum staffing level for base law enforcement services is sixteen (16) sworn law enforcement deputies.

4.3 For the additional law enforcement services described herein to be provided by the SHERIFF, the CITY will pay to the SHERIFF the costs listed in Appendix "A" ("Additional Staffing"). Future fiscal year Additional Staffing shall be agreed upon annually by the SHERIFF and the CITY.

4.3 Any FCSO Employee assigned to positions within the CITY shall remain the employee of the SHERIFF and shall be subject to the administration, supervision, and control of the SHERIFF. Any employee of the SHERIFF cannot be an employee of the CITY and vice versa.

4.4 The additional sworn officers funded by the City of Palm Coast and assigned to the Palm Coast District will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements.

4.5 The SHERIFF, with sole discretion, shall have the power and authority to hire, discharge and discipline any Deputy.

4.6 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 SHERIFF employees. The CITY shall hold the SHERIFF 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 CITY employees.

4.7 No Deputy shall perform for the CITY any function not within the scope of duties of such deputy in performing the same kind of services for the SHERIFF, except as provided for in Appendix "B".

4.8 The SHERIFF shall assign a Commander to the District which includes the CITY, and the Commander shall meet and confer with the City Manager or his/her designee as necessary, in the sole discretion of the City Manager, to discuss the provision of law enforcement services to the CITY.

4.9 In the event the CITY believes the assigned Commander is unable to engage in a productive working relationship with the CITY, the following progressive steps will be followed:

- a) The Palm Coast City Manager shall meet with the Chief of the Community Policing Division and articulate the concerns;
- b) The Chief of the Community Policing Division shall meet with the Commander and notify the City Manager of the outcome/resolution.

ARTICLE 5- PAYMENT FOR ADDITIONAL LAW ENFORCEMENT SERVICES

5.1 The costs for the services provided by the SHERIFF under this Agreement are defined in Appendix “A”, attached hereto and incorporated herein. By May 1st of each fiscal year the SHERIFF shall provide a draft Appendix “A” which will reflect anticipated changes in cost for these services for the upcoming fiscal year. If there is an increase anticipated in the cost of services, a companion document outlining the basis for the increase and data to support the proposed increase shall be provided to the CITY by the SHERIFF. The CITY and SHERIFF will work collaboratively to finalize the proposed changes to Appendix “A”.

5.2 The costs will be billed monthly with payment expected consistent with the Florida Prompt Payment Act.

ARTICLE 6- REPORTING

6.1 The SHERIFF will provide monthly written reports to the CITY consisting of data and analysis of CITY law enforcement service activity, which will include, but is not limited to, the number and type of arrests, calls for service, response times and other standard statistical data and information. The report shall include the following:

- a) Emergency calls and types of calls;
- b) Non-emergency calls and types of calls;
- c) Civil, criminal and traffic citations issued and type;
- d) Arrests made; and
- e) Traffic accidents and location;

6.2 The SHERIFF or designee shall present an annual crime report to the City Council during budget presentation. The SHERIFF or designee shall deliver other reports to the City Council upon the request of the City Manager.

ARTICLE 7- MISCELLANEOUS PROVISIONS

7.1 SHERIFF agrees that, to the extent permitted by law, and §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.

7.2 The CITY agrees that, to the extent permitted by law and §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.

7.3 The PARTIES agree 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 §768.28, Florida Statutes. The limits of liability on either party set forth in §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.

7.4 This Agreement is entered into pursuant to the provisions of §163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 and other applicable law.

7.5 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 §163.01 (14), Florida Statutes. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.

7.6 The term of this Agreement commences on the 1st day of October 2023, and ending on the 30th day of September 2024. This Agreement will be renewed beginning October 1st of each successive fiscal year unless notice of non-renewal is given by either party, in writing, prior to May 1st of the initial or any succeeding term. However, compensation and staffing shall be addressed annually before July 1st 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 August 1st of each year, the contract shall terminate at the end of the current year's term.

7.7 Either party may terminate this Agreement with or without cause by serving written notice to the other party of this Agreement; provided, however, such termination

shall not be effective until the one hundred and twentieth (120) days after receipt of the written notice.

7.8 All notices pursuant to this Agreement shall be sent by certified mail to:

For the SHERIFF:
Flagler County Sheriff's Office
Attention: General Counsel
61 Sheriff EW Johnston Drive
Bunnell, FL 32110

For the CITY:
City of Palm Coast
160 Lake Ave. Palm Coast, FL 32137

7.9 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.

7.10 The PARTIES recognize this Agreement shall, at all times, be interpreted and administered to be in harmony with the intent of the PARTIES and no transfer, consolidation or merger shall be accomplished by the terms of this Agreement.

7.11 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.

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

7.13 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.

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

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.

CITY OF PALM COAST

BY: _____
David J. Alfin, Mayor
DATE: _____

Date: _____

Approved as to form and legality for the City of Palm Coast

Neysa Borkert, City Attorney

Date: _____

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: _____

APPENDIX "A"

Position Title	Number of Positions	Contract Dollar Amount
Commander	1	
Sergeants	3	
Corporals	2	
Deputies	41	
School Resource Deputy	1	
Annual Total	48	\$ 7,230,615
Monthly Starting October 1, 2023		\$ 602,551.25

Town Center		
Position Title	Number of Positions	Contract Dollar Amount
Deputy	1	\$ 133,314
Monthly Starting October 1, 2023		\$ 11,109.50

APPENDIX “B”
City Ordinances to be Enforced by Sheriff

Sec. 7-2, City of Palm Coast Code of Ordinance: enforcing violations relating to the purchase, sale, possession and consumption of alcoholic beverages in or on the premises of any public playground, recreational area or park.

Sec. 8-32. – City of Palm Coast Code of Ordinances: enforce cruelty to animals provisions relating to fighting or baiting of animals.

Sec. 9-1, City of Palm Coast Code of Ordinance: issue trespass warnings for violations of City ordinances committed on City property.

Section 16-88, City of Palm Coast Code of Ordinances: review of applications for inspecting proposed or existing adult entertainment establishments and sexually oriented businesses in order to ascertain compliance with applicable criminal statutes and City ordinances for determining whether license applicants have been convicted of a felony or a specified criminal act within the previous five years and for enforcing applicable criminal statutes and ordinances.

Section 16-248, City of Palm Coast Code of Ordinances: inspection of electronic gaming establishments for compliance with Chapter 16, Article IX.

Chapter 24-205, City of Palm Coast Code of Ordinances: enforcement of illegal discharges.

Sec. 24-253, City of Palm Coast Code of Ordinances: coordinate with City for abandoned or derelict vessels removal from city waters.

Sections 35-51 through 35-60, City of Palm Coast Code of Ordinances: enforcement of noise and sound level restrictions.

Sections 35-101 through 35-171, City of Palm Coast Code of Ordinances: enforcement of solicitation restrictions.

Section 35-163, City of Palm Coast Code of Ordinances: review of background checks for solicitor licenses.

Sections 42-139 through 42-141, City of Palm Coast Code of Ordinances: spillage of concrete on rights-of-way and citations.

Sec. 42-163, City of Palm Coast Code of Ordinances: enforcement of State Traffic Control laws within City parks.

Sec. 42-164, City of Palm Coast Code of Ordinances: enforcement of litter and pollution control in City parks.

Sec. 42-165, City of Palm Coast Code of Ordinances: enforcement of the prohibition of removing natural resources from City parks.

Sec. 42-166, City of Palm Coast Code of Ordinances: enforcement of the prohibition on the use of fireworks, destructive devices, weapons, and explosives within City parks.

Sec. 42-167, City of Palm Coast Code of Ordinances: enforcement of the prohibition on hunting and other items within City parks.

Sec. 42-168, City of Palm Coast Code of Ordinances: enforcement of pet or domestic animal rules within City parks.

Sec. 42-170, City of Palm Coast Code of Ordinances: enforcement of trespass rules for City parks.

Sec. 42-172, City of Palm Coast Code of Ordinances: enforcement of the prohibition on camping or sleeping in City parks without a permit.

Sec. 42-174, City of Palm Coast Code of Ordinances: enforcement of noise regulations in City parks.

Sec. 42-175, City of Palm Coast Code of Ordinances: enforcement of the prohibition on commercial activity within City parks.

Sec. 42-176, City of Palm Coast Code of Ordinances: enforcement of the prohibition on removing, defacing or tampering with equipment, furniture or utilities at City parks.

Sec. 42-177 City of Palm Coast Code of Ordinances: enforcement of the prohibition on interfering with personnel or park operations.

Chapter 44, Articles I-VI, City of Palm Coast Code of Ordinances: enforcement of parking, traffic, speed limit, and truck traffic regulations where applicable.

Sec. 50-32 and 50-33, City of Palm Coast Code of Ordinances: enforcement of minimum wake zones on City canals.