

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (“Agreement”) is made and entered into by and between the CITY OF CRYSTAL RIVER, FLORIDA, a Florida municipal corporation (“Crystal River”); MIKE PRENDERGAST, as Sheriff of Citrus County, Florida (“Sheriff”) and, the CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, Sections 125.0101, 166.021 and 163.01, Florida Statutes (2017) provide that a county and a municipality may contract to provide law enforcement services within a municipality’s boundaries; and

WHEREAS, Crystal River is a municipality within the boundaries of Citrus County, Florida, and

WHEREAS, Crystal River is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Crystal River, County, and Sheriff acknowledge that Sheriff provides base level law enforcement services to Crystal River by virtue of the fact that residents of Crystal River are taxpayers of County; and

WHEREAS, Crystal River has requested that the Sheriff furnish enhanced law enforcement services within Crystal River; and

WHEREAS, Crystal River desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Crystal River; and

WHEREAS, the Crystal River City Council has determined that the most efficient way to fulfill its desire to provide enhanced police protection in a responsible manner for the term beginning October 1, 2019, and ending September 30, 2020, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, this Agreement for the provision of enhanced law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties’ intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall administer this Agreement to that end; and

WHEREAS, this Agreement between Crystal River and the Sheriff requires the concurrence of the Board of County Commissioners of Citrus County, and said Board of County Commissioners approves and supports the plan and program set out in this Agreement;

WHEREAS, the Sheriff, Crystal River, and the Board of County Commissioners of Citrus County entered into an Interlocal Agreement for Law Enforcement Services dated January 14, 2008; and pursuant to Paragraph 21 of said Agreement intend that this Agreement completely amends, modifies, and restates the January 14, 2008 Agreement; and

WHEREAS, Crystal River City Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of Crystal River, Florida.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.
2. **MUNICIPAL POLICE POWERS.** By appropriate Resolution, Crystal River City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Crystal River Police powers to the extent necessary or desirable to perform the enhanced law enforcement services herein during the contract period. This Agreement is not intended to abolish the Crystal River Police Department, both parties recognizing that Crystal River retains the right to resume responsibilities to provide law enforcement services within Crystal River at the expiration of this Agreement. Crystal River similarly retains the right to control the enhanced law enforcement services provided under this Agreement.
3. **INTERAGENCY COORDINATION.** The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement activities and functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with Crystal River's City Manager. The Sheriff or Sheriff's designee will attend regular City Council meetings and staff meetings when requested consistent with Crystal River's right to control and supervise the law enforcement services provided pursuant to this Agreement.
4. **ENHANCED SERVICES.** It is understood that enhanced services provided pursuant to this contract are over and above the level of services provided to unincorporated Citrus County and the City as paid for through County Property taxes.
5. **STAFFING LEVELS/COMMUNITY RESOURCE OFFICER (CRO).**
 - a. The Sheriff will provide two (2) community resource officers (CRO) geographically assigned within the city limits of Crystal River to perform community oriented policing services. One of the CROs will primarily be land-based and the second CRO (Marine CRO) will primarily be assigned to perform water based patrol on and around Kings Bay within the incorporated boundaries of Crystal River. Water patrol will be provided primarily during busy times, such as weekends, holidays, special events and as

otherwise necessary. The Marine CRO will only patrol the area on Kings Bay within the incorporated boundaries of Crystal River unless mutually agreed upon by the Sheriff and Crystal River. Both CROs will supplement each other's duties as necessary. Both CROs will be trained and equipped to perform interactive and proactive patrols, and emerging practices, which may include but not limited to making contacts with citizens and businesses to build rapport to solve community crime problems, meeting with individuals to explain crime prevention techniques, and public safety concerns. Sheriff agrees to provide advanced notice to the City Manager or designee at any time the community resource officers may find it necessary to be assigned for duty outside the Crystal River City limits;

- b. The Sheriff will provide the necessary and appropriate level of enhanced law enforcement services in and for Crystal River by providing six (6) deputies with patrol vehicles for twenty-four (24) consecutive hours each day to serve as law enforcement officers within Crystal River. Said deputies shall be provided within Crystal River based on one (1) deputy at all times, not to include the community resource officers, supplemented by scheduling overlap. Sheriff will, to the extent practicable, maintain a consistent roster of the six deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to Crystal River City is 12 months. Deputies assigned within Crystal River 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. Sheriff agrees to provide advanced notice to the City Manager or designee at any time Crystal River is to be without at least one deputy within the city limits.
- c. The Sheriff will provide two (2) part-time (minimum 20 hours per week per position) Public Service Officers for utilization in the enforcement of Crystal River's Codes and Ordinances and provide general support to the Sheriff's law enforcement efforts.
- d. The Sheriff will provide one (1) full-time Records Clerk.
- e. The Sheriff will meet quarterly, or more often as necessary if the need arrives, with the City Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of Crystal River, and review crime statistics and trends. Sheriff agrees to provide advanced notice to the City Manager or designee at any time there is a deviation from the aforementioned agreed upon schedule and/or work program that would result in a reduction of the number of deputies working within the City.
- f. The Sheriff will provide supervision of deputies, interactive community service to communicate law enforcement activities to City businesses and residents, school security services, investigative services, and public relations. Deputies, CROs and PSOs shall also be authorized, and will enforce all City regulations, ordinances and

codes to include writing Crystal River City citations, both on and off the water. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, hazardous waste spills, nuclear accidents, chemical accidents and other occurrences of similar scope and magnitude, the Citrus County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event according to standard law enforcement practices.

- g. The Sheriff will make all basic services of the Sheriff's Office available to Crystal River during the term of this Agreement at the same level of service provided to the unincorporated areas of Citrus County. These services include but are not necessarily limited to marine patrol, K-9, helicopter patrol, detective division, vice and narcotics unit, forensics, S.W.A.T., hostage negotiation/crisis team, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of Crystal River's vehicular traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint or as a code enforcement complaint as appropriate.
- h. The Sheriff will provide technical assistance to Crystal River in it's effort's to establish new or updated codes, ordinances, and policies that would be enforced under this contract as to improve compliance and enforceability.

6. **CONSIDERATION.**

- a. Crystal River shall pay to the Citrus County Board of County Commissioners, as payment in full for the enhanced services described herein, and agreed to be performed by the Sheriff, the sum of Nine Hundred Sixty-Four Thousand, Five Hundred Sixty-Six and No/100 Dollars (\$964,566.00.) for the term October 1, 2019 through September 30, 2020, to be paid in twelve (12) equal monthly installments beginning October 1, 2019, and continuing on the first day of each month thereafter.
- b. Crystal River shall provide and fully maintain two (2) agreed upon Watercrafts for use on City waters to assist in enforcing marine and waterway violations as well as boater safety inspections.

7. **LAWS ENFORCED.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Crystal River, and Crystal River municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The City shall be responsible for the prosecution of any such violators of municipal ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Crystal River City Ordinances within Federal or State lands, waters or preserves within Citrus County.

8. **FINES AND FORFEITURES.**

- a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Crystal River pursuant to F.S. 943.25, Florida Statutes, shall be assigned by Crystal River to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida to Sheriff. Crystal River hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Crystal River. The Sheriff will request from the Clerk of Courts a report to provide to the the City Manager on a quarterly basis of the collections from this fund as they relate to Crystal River specifically.
- b. Fines. Pursuant to Section 316.660, Florida Statutes, Crystal River hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of Crystal River to obtain such funds directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the benefit of Crystal River. The Sheriff will request from the Clerk of Courts a report to provide to the City Manager on a Quarterly basis of the collections from this fund as they relate to Crystal River specifically.
- c. Seized Funds. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statues within Crystal River and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Citrus County, Florida and notification will be made to City Manager of said funds. Proceeds therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. Such funds may be expended upon request by the Sheriff to the Citrus County Board of County Commissioners pursuant to section 932.705, Florida Statutes. The Sheriff will make a good faith effort to ensure that any request for expenditure of funds seized within the city limits of Crystal River is intended to benefit Crystal River or, when possible, directed to fund projects identified by Crystal River as priorities.
- d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Crystal River and, to the extent allowable by law, act as the law enforcement agent on behalf of Crystal River in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. Crystal River will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and Crystal River.

9. **PERFORMANCE REPORTS AND CRIME REPORTING.**

- a. The Sheriff shall maintain performance reports and statistical records regarding police activity within Crystal River and shall provide such to Crystal River so that Crystal River may review Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic or marine patrol citations number and type of vehicle accidents, and number and type of Crystal River City code violations. The Sheriff will present these performance reports and statistical records to Crystal River City Council at least once each quarter. Records shall also be provided in a format that is readily publishable to the City's website.
- b. Additionally, the sheriff shall, upon request of the City Manager, make available to the City Manager daily Computer Aided Dispatch (CAD) reports and Law Enforcement Records Management System (LERMS) reports occurring in Crystal River of all deputies assigned to this contract and not assigned to the contract on specified random dates.

10. **HIRING DECISIONS.** The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees.

11. **VEHICLES/PERSONAL PROPERTY.** It is specifically intended by the parties that certain personal property owned by Crystal River was transferred to Sheriff for the Sheriff's use in benefit of Crystal River during the term of the initial Agreement (January 14, 2008). The parties anticipate that Sheriff will use, maintain and replace such property during the term of this Agreement. At the conclusion of this Agreement, such property or replacements of proportionate equivalency and utility will be returned to Crystal River in substantially similar condition as when transferred to Sheriff. Any remaining lease payments, for vehicles procured by the Sheriff for the benefit of Crystal River pursuant to this Agreement, will be assumed by Crystal River until such leases are satisfied. If Sheriff determines such property is no longer needed, damaged beyond repair, or no longer useful, Sheriff may dispose of such property and apply any proceeds to other such property as is needed for the benefit of Crystal River.

12. **UNIFORMS AND VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff agrees to place the Crystal River Insignia, as shown on Exhibit "A", on public service officer's vehicles and community resource officers' vehicles associated with this contract. The insignia shall aesthetically fit the current decal scheme and be no less than 8" in diameter and displayed on each side of the vehicle.

13. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold Crystal River harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of Crystal River property or the intentional or negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees. Crystal River agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by Crystal River and enforced by the Sheriff or from acts or omissions attributable to Crystal River that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding the liability of Crystal River to the extent provided by Florida law. The Sheriff agrees to name the City of Crystal River as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the City of Crystal River a copy of same. By agreeing to the provisions of this paragraph 13, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and City intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to insure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, Crystal River shall have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

14. **REVENUE SOURCES.** The parties agree that this Agreement does not constitute a general indebtedness of Crystal River within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Citrus County will ever have the right to require or compel the exercise of ad valorem taxing power of Crystal River or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Crystal River, 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 Crystal River and Citrus County.

15. **NOTICES.**

- a. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including electronic mail or facsimile) and shall be

(as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

If to CITRUS COUNTY: Randy Oliver, County Administrator and Denise Lyn, County Attorney, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450.

If to CITY OF CRYSTAL RIVER: Ken Frink, City Manager, and Jennifer Rey, City Attorney, The Hogan Law Firm, 20 S. Broad Street, Brooksville, FL 34601.

If to CITRUS COUNTY SHERIFF: Mike Prendergast, Sheriff, and Robert W. Batsel, Jr., General Counsel, Citrus County Sheriff's Office, 1 Dr. Martin Luther King Jr., Avenue, Inverness, Florida 34450.

- b. Each such notice shall be deemed delivered:
 - i. On the date delivered if by personal delivery;
 - ii. On the date facsimile transmission occurs if by facsimile, unless such date is not a business day, or such transmission occurs after 5:00 p.m., in which case such notice shall be deemed delivered on the business day immediately following the day on which the facsimile transmission occurs; and
 - iii. If the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.
 - c. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
 - d. If the above provisions require notice to be delivered to more than more person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
16. **TERM.** This Agreement shall take effect on October 1, 2019, at 12:01 a.m. and continue in effect thereafter through September 30, 2020. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect. Notwithstanding the foregoing, the Sheriff reserves the right to notify the City no later than June 1 of the current term, of the consideration required to fund the next term of this Agreement. The City shall agree in writing to the required consideration no later than July 15. In the event the Sheriff and the city cannot

agree of the consideration to be paid, this Agreement and any renewals hereof shall terminate effective 11:59 p.m., September 30, of the term then in effect.

17. **BOCC JOINDER:** The Citrus County Commissioners hereby joins in the execution of this Agreement to indicate its concurrence with the terms and provisions hereof and its support for the plan set out herein. Said Board agrees to amend the Citrus County Sheriff's Office budget, after payments of the referenced amounts herein by Crystal River, to provide the funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to ensure that the purposes stated herein are fulfilled.
18. **NO PROHIBITIONS.** Each party represents unto the other that there are no lawful prohibitions, whether grounded in Federal, State, County or Municipal law, which prevents either party from entering into this Agreement. Further, and to the extent provided by Florida law, each party agrees to defend, indemnify and hold each other harmless should any challenge of whatever nature be brought challenging the right or ability of the City of Crystal River, the Citrus County Sheriff's Office, or Citrus County to enter into this Agreement.
19. **NO UNINTENDED BENEFICIARIES.** In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.
20. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered into by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.
21. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Fifth Judicial Circuit, in and for Citrus County, Florida.
22. **JOINT USE.** In further effort to ensure the success and continuity of this undertaking, the City agrees to make office space available in its City Hall for the Sheriff's Office conduct of law enforcement purposes. It is contemplated by the parties hereto that this space shall be that which is currently occupied by the Sheriff's Office as of the date of execution of this Agreement. The Sheriff agrees to pay for any utility expenses related to their use of this office space, including, but not limited to, electricity, water, sewer, and telephone services. The Sheriff has the right to make internal modifications to this office space to meet their needs, however, these modifications must (i) be made at the Sheriff's expense, and (ii) shall be approved by the City for the purpose of ensuring that the modifications do not diminish the structural integrity of City Hall. City of Crystal River shall be responsible for all repairs to the structure of the building, to include the roof, walls, and other basic structural components.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____, 2019.

**CITY OF CRYSTAL RIVER, FLORIDA, a
Florida municipal corporation**

ATTEST:

Joe Meek, Mayor

Mia Fink, City Clerk

Approved as to form and content:

Jennifer Rey, City Attorney

**MIKE PRENDERGAST, AS SHERIFF OF
CITRUS COUNTY, FLORIDA**

Approved as to form and legality:

Mike Prendergast, Sheriff

Robert W. Batsel, General Counsel

Joinder pursuant to Section 17, above:

**CITRUS COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida**

By: _____

Its: _____

Exhibit A

