

City of Newberry

City Commission Agenda Item

Meeting Date: May 14, 2018

Title: Newberry Law Enforcement Contract

Agenda Section: V. C.

Department: City Manager

Presented By: Mike New, City Manager

Recommended Action: Receive report. Discuss item.

Summary: The City of Newberry does not operate a municipal police force. Instead, it has received law enforcement services from the Alachua County Sheriff's Office (ACSO) for more than the past decade by either participating in Alachua County's Municipal Services Taxing Unit (MSTU) for law enforcement or by contracting directly with ACSO. The City transitioned from the law enforcement MSTU to contract service with ACSO at the beginning of the 2016 – 2017 fiscal year (October 1, 2016). The City's current law enforcement contract with ACSO covers a three (3) - year period until September 30, 2020. The cost for services provided are as follows:

Contract Year	Period Covering	Annual Cost	Percent Increase from Previous Year
1	2017 – 2018	\$777,000	5.0%
2	2018 – 2019	\$806,138	3.75%
3	2019 – 2020	\$836,368	3.75%

The full services offered by the Sheriff included advanced patrol, school resource deputies (SRDs) in each of Newberry's three (3) schools, and school crossing guard services. Advanced patrol services means that the Sheriff will assign one of 12 zone deputies on duty to Newberry's city limits at all times. There are exceptions to this requirement.

A copy of the law enforcement services agreement between the City of Newberry and the Alachua County Sheriff's Office is attached.

Prior to agreeing to the three (3) year contract with the Sheriff's office, the City solicited from High Springs Police Department. The Sheriff's ACSO's proposal included a full suite of service offerings (enhanced patrol, school resource deputies, and school crossing guards) while High Springs' offering was limited to school safety (school resource officers and school crossing guards) only.

Newberry staff is developing a report outlining the process and estimated cost to establish a municipal police department.

Attachments:

- 1) Law Enforcement Services Agreement with Alachua County Sheriff's Office

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN
THE CITY OF NEWBERRY AND ALACHUA COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered into by and between the **CITY OF NEWBERRY, FLORIDA**, a municipal corporation of the State of Florida hereinafter referred to as "**CITY**"; and SADIE DARNELL, as Sheriff, Alachua County, Florida, hereinafter referred to as "**SHERIFF**".

WITNESSETH:

WHEREAS, the **CITY** is a municipality within the boundaries of Alachua County, Florida, and wishes to obtain municipal law enforcement services for that area of land within its municipal boundaries in addition to those required to be provided by the **SHERIFF** prior to the execution of this Agreement; and

WHEREAS, the **CITY** is desirous of providing a high level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, the **CITY** has requested that the **SHERIFF** furnish law enforcement protection to its inhabitants and citizens; and

WHEREAS, the **CITY** desires that the **SHERIFF** furnish law enforcement protection on a full-time basis and duly perform necessary and appropriate functions, actions, and responsibilities of a law enforcement force for the **CITY**; and

WHEREAS, the **SHERIFF** has indicated her desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, the **CITY** desires to retain its ability to determine whether law

enforcement services shall be provided by a **CITY** police department, by contract with another law enforcement agency or otherwise; and

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

WHEREAS, it is further the desire of the **CITY** that the full, complete and entire responsibility for law enforcement within the **CITY** be turned over to and be performed by the **SHERIFF**; and

WHEREAS, on April 25, 2016, the City and the Sheriff entered into a previous agreement for law enforcement services and now wish to set forth the terms and conditions for the continued provision of services which supersedes the previous agreement;

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. That the recitations set forth above are incorporated herein by reference in their entirety.

2. **LEGAL AUTHORITY.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969". All of the parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers as 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 law enforcement services for certain

designated law enforcement functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of any 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. The duties and responsibilities set forth in this Agreement to be performed by the parties shall be performed in a manner that is constitutionally permissible and all portions of this Agreement shall be interpreted and administered by the parties accordingly.

3. **PURPOSE.** The purpose of this Agreement shall be to provide the citizens of the **CITY** with high quality law enforcement services by the Alachua County Sheriff's Office. It is expressly acknowledged and agreed that all services provided by the **SHERIFF** under the terms of this Agreement are completely paid for by the consideration paid by the **CITY** under the terms of this Agreement, and are completely separate and in addition to normal duties and responsibilities of the **SHERIFF** to the citizens of Alachua County.

4. The **SHERIFF** hereby agrees to provide all necessary and appropriate law enforcement services in and for the **CITY** by providing one (1) full-time deputy position in a marked patrol vehicle for twenty-four (24) consecutive hours each day to serve as law enforcement officer of the **CITY**. It is the obligation of the **SHERIFF** to ensure that a deputy is present within the city limits of the **CITY** at all times except as deemed necessary by the Sheriff for law enforcement purposes. . The **SHERIFF** shall provide three (3) school resources deputies as defined by Florida Statute Section 1006.12 and as contemplated by

the **SHERIFF'S** contract with the School Board of Alachua County for school resource deputies, and qualified crossing guards for the Alachua County public schools located in the **CITY**. The **SHERIFF** shall also provide increased patrol within the **CITY'S** boundaries, call load permitting, and a deputy in attendance at the twice monthly City Commission meetings, call load and staffing permitting.

For the following special events that the **CITY** sponsors, the costs for providing extra deputies will be shared equally by the **CITY** and the **SHERIFF**:

Homecoming Parade

Christmas Parade

Watermelon Festival and Parade

Patrol personnel shall remain within the **CITY'S** boundaries during their assigned shift, unless dispatched by the **SHERIFF** for law enforcement purposes.

The **SHERIFF**, through the Combined Communications Center (CCC) will provide dispatch services and communications support to her deputies assigned to the **CITY**.

While in the performance of their duties, deputies assigned to the **CITY** shall report hazardous conditions which they observe to the applicable entity. These include, but are not limited to, the reporting of pot holes, fallen trees obstructing the roadway, flooding, stray or dead animals, non-working traffic signals and street lights, or any downed street sign. Upon assignment to the **CITY**, newly transferred personnel shall become knowledgeable regarding the **CITY'S** ordinances and priorities. Personnel assigned to the **CITY** shall become familiar with the geography, industrial, business and residential

composition, and crime problems in the **CITY**.

The services in this section shall be in addition to all support services offered by the **SHERIFF**.

5. **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 the **CITY** 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 the **CITY**, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be entirely subject to the legislative budgetary discretion of the **CITY**.

6. **AUTHORITY TO ACT.** The **CITY** does hereby vest in each sworn law enforcement officer of the **SHERIFF**, who from time to time may be assigned to the **CITY**, to the extent allowed by law, the law enforcement powers of the **CITY** which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the **SHERIFF** hereby, for the limited purpose of giving official and lawful status and validity to the performance thereof by such sworn law enforcement officers. Every sworn law enforcement officer of the **SHERIFF** so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein

shall be deemed to be a sworn law enforcement officer of the **CITY** while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Agreement. Accordingly, such sworn law enforcement officers of the **SHERIFF** are hereby vested with the power to enforce the ordinances of the **CITY**, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto, however, at no time will **SHERIFF'S** personnel be called upon to perform the duties and responsibilities of a code enforcement officer

7. **LIABILITY.** The **SHERIFF** shall be solely responsible for the negligent or wrongful acts and/or omissions of her employees and agents. This section shall survive termination of this Agreement.

8. **INDEPENDENT CONTRACTOR.** The **SHERIFF**, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the **SHERIFF** and her sworn law enforcement officers. The **SHERIFF** and her sworn law enforcement officers shall in no way be construed or deemed to be an employee of the City, and therefore have no claims or rights to any employee rights or privileges. The **SHERIFF** shall have exclusive control and discretion in accomplishing her duties for the City.

9. **SOVEREIGN IMMUNITY.** The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution and statutes of the State of Florida and particularly with respect to

Chapter 768, Florida Statutes. The parties agree that the **CITY's** determination to provide law enforcement services by contract is an exercise of the legislative planning function of the **CITY** and that at no time will the **CITY** exercise any specific operational control over the activities of any of the members of the **SHERIFF'S OFFICE** or shall it perform or undertake any acts that are over and above a planning level function with regard to the administration of this Agreement.

10. PROVISION OF SERVICES. The **SHERIFF** shall provide each deputy who provides service under this Agreement with a marked patrol vehicle and all other necessary or appropriate equipment. Cost of maintaining, and repairing equipment used under this Agreement shall be included in the contract amount. The **SHERIFF** shall furnish to, and maintain for the benefit of the **CITY** all necessary labor, supervision, equipment, and vehicles in good working condition, communication equipment and routine supplies necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement and as necessary to maintain the service level specified herein.

11. PERSONNEL. The **SHERIFF** shall be responsible for the appointment, training, assignment, discipline and dismissal of all her law enforcement personnel performing services under this Agreement. For all persons appointed and employed by the **SHERIFF** in the performance of such service, functions and responsibilities as described and contemplated herein for the **CITY**, the **SHERIFF** shall be required to assume any liability for or direct payment of any salaries, wages, or other compensation, contribution to pension funds, insurance premiums, worker's compensation funds,

vacation or compensatory time, sick leave benefits or any other amenities or employment to any **SHERIFF** personnel performing services, duties and responsibilities hereunder for the benefit of said **CITY** and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein.

The **SHERIFF's** employees assigned to the **CITY** will continue to abide by the **SHERIFF'S** policies and procedures and pertinent directives. The **SHERIFF** will promptly address concerns expressed by the City Manager regarding personnel and performance in the **CITY**. Nothing in this Agreement is intended to usurp the authority of the **SHERIFF** policies and procedures or the requirements of any collective bargaining agreements. The **CITY** nor its officials shall participate in negotiations with any collective bargaining unit, direct **SHERIFF** staff to conduct unlawful activities, utilize law enforcement information provided by **SHERIFF** in an official capacity for personal use, nor direct personnel to deliberately contradict the established **SHERIFF** policies and procedures.

12. ENFORCEMENT OF LAWS. The **SHERIFF** shall discharge her responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the **CITY** and the ordinances of the **CITY**. The **SHERIFF** shall bring appropriate charges for criminal violations of laws and ordinances, with the exception of code enforcement violations. The **SHERIFF** shall ensure that deputies assigned to the **CITY** will have a general familiarity with the code of ordinances of the **CITY**. The **CITY** ordinances are available at no cost to the **SHERIFF** through Municode. The **CITY** shall provide the **SHERIFF** with any draft ordinance that include an enforcement component subject to the **SHERIFF'S** enforcement and the **SHERIFF** shall advise the **CITY** if the **SHERIFF** can

enforce the ordinance prior to the **CITY'S** adoption of the draft regulations.

The **CITY** understands that it must contract with the Office of the State Attorney for the prosecution of all criminal ordinance violation cases. The **CITY** understands and agrees that the **SHERIFF** is not responsible for any filing fees for **CITY** criminal ordinance violations, nor any costs incurred by the State Attorney's Office for prosecuting **CITY** criminal ordinances. The **SHERIFF** shall coordinate attendance of **SHERIFF** deputies assigned to the **CITY** to appear at hearings before a county or circuit court on criminal violations.

13. 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.

14. RECORDS. The **SHERIFF** shall maintain Uniform Crime Reporting records regarding crimes committed within the **CITY**. These records shall include the number and type of crimes committed, the number of arrests made for each type of crime, and any other information as required by law. A computer printout reflecting a summary of Part I crime activity by event type shall be furnished to the **CITY** each quarter. Additionally, the **SHERIFF** shall maintain a dispatch log with respect to calls for assistance. 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.

The **SHERIFF** shall maintain accounting records on expenditures under this

Agreement in accordance with accepted general and government accounting standards, **SHERIFF** policies and procedures, state retention schedules and other applicable standards.

The City Manager or his designee, may inspect or review the records upon reasonable notice. Reasonable notice should include a written request no less than seven (7) working days prior to the intended site review. At the **CITY'S** request and cost, an independent Certified Public Accounting firm may be hired to perform an audit of the records which support the cost of the contract. The **SHERIFF** shall reasonably accommodate the **CITY'S** auditor in providing such auditing services.

Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity and other calls for service within the **CITY** and to identify emerging trends in criminal activity. The **SHERIFF** shall compile data, prepare and deliver quarterly reports to the City Manager. The reports shall describe the type and number of criminal incidents and other calls for service for the **CITY** during the preceding period. All costs associated with printed reports that require special preparation due to a **CITY** request or are not normally prepared by the **SHERIFF** shall be incurred solely by the **CITY**. Within existing reporting capabilities, the **SHERIFF** shall provide the following reporting services to the **CITY**:

- a. *Crime Report:* On an annual basis, the **SHERIFF** shall present an Annual Crime Report to the City Commission often referred to as the State of the City/County presented at a City Commission meeting.

- b. *Annual Management Report:* A comprehensive police report that provides an overview of significant accomplishments, goals, and objectives.
- c. *Dispatches Outside of Boundaries:* A record of these authorized dispatches outside the **CITY'S** boundaries will be reviewed by the **SHERIFF** or designee with the City Manager upon request.
- d. *Miscellaneous Crime Trend Report:* The **SHERIFF** or her designee, shall deliver such reports regarding crime trends that occur within the **CITY'S** boundaries to the City Commission upon the request of the City Manager, with seven (7) days notice.
- e. *Notification of Significant Situations:* The **SHERIFF** or her designee will notify the City Manager in the event of a significant criminal occurrence or emergency situation within the **CITY**.
- f. *Reporting Systems:* The **SHERIFF** will collect accurate crime statistics, calls for service data, average response time and other related law enforcement statistics specifically within the **CITY'S** boundaries in order to provide accurate data collection on law enforcement services provided in the **CITY**.

15. **NOTICE.** Notice as required to be given hereunder shall be given to the following persons:

- A. **ALACHUA COUNTY SHERIFF'S OFFICE:**
ATTN: Sadie Darnell, Sheriff

P.O. Box 5489
Gainesville, Florida 32627-5489

B. CITY OF NEWBERRY:
ATTN: City Manager
25440 W. Newberry Road
P.O. Box 369
Newberry, Florida 32669

16. TERM. This Agreement shall take effect on October 1, 2017, and continue in effect thereafter through September 30, 2020, however, a newly elected or appointed **SHERIFF** shall have the option of continuing or terminating this Agreement, and shall provide notice of same to the **CITY** within thirty (30) days of assuming Office. Any 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 not less than two hundred and seventy (270) days prior to the requested termination date except as further amended in Section 17 of this Agreement. Said notice will be deemed delivered when a copy is delivered to the other party and a receipt signed by the other party.

17. COST AND PAYMENTS. The **CITY** shall pay to the **ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS** as payment in full for all of the services herein agreed to be performed by **SHERIFF** the sum of \$777,000, adopted in the **CITY'S** annual budget, for the first year of this contract, October 1, 2017 through September 30, 2018. Payment shall be made in monthly installments of \$64,750.

For the second year of this contract, October 1, 2018 through September 30, 2019, the **CITY** shall pay to the **ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS** the sum of \$806,137.50. Payment shall be made in monthly installments of \$67,178.12 for the first

11 payments commencing October 1, 2018, and a final payment of \$67,178.18 due in September 2019.

For the third year of this contract, October 1, 2019 through September 30, 2020, the CITY shall pay to the ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS the sum of \$836,367.66. Payment shall be made in monthly installments of \$69,697.30 for the first 11 payments commencing October 1, 2019, and a final payment of \$69, 697.36 due in September 2020.

If the County fails to appropriate the funding received from this Agreement to the **SHERIFF'S** approved annual budget, 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 not less than ninety (90) days prior to the requested termination date.

If the County reduces the Sheriff's law enforcement budget in any fiscal year by any amount it attributes as insufficient funding for law enforcement services by the City, the parties agree to renegotiate this Agreement.

Payment shall be made by the fifteenth day of each month beginning on the 15th day of October 2017. Unless otherwise provided in this Agreement, payment for services rendered for each contract year shall be based upon the level requested by the **CITY** utilizing the actual cost of personnel and equipment. The **CITY** shall retain the right to receive all revenues generated pursuant to Florida Statute and available to municipalities, for law enforcement activities.

18. WAIVER OF FALSE ALARM FEES. The Sheriff agrees to waive assessment of any false alarm fees incurred for responding to City of Newberry-owned municipal

buildings, pursuant to the authority granted under Alachua County Code 121.

19. INSURANCE. The personnel appointed and employed by the **SHERIFF** pursuant to this Agreement shall be covered in all respects as are other members of the **SHERIFF'S** office to minimally include worker's compensation, property, and liability. The **SHERIFF** shall provide the same insurance coverage for the vehicles used in the **CITY** under the terms of this Agreement as is used for like vehicles in the **SHERIFF'S OFFICE**.

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

21. ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by the parties hereto and executed with the same formality of this Agreement.

22. NON ASSIGNABILITY. The **SHERIFF** shall not assign or delegate the obligations, responsibilities or benefits imposed hereby or contained herein to any third party or in any manner contract for the provision of the services required to be performed herein by a third party without the express written consent of the other party, which consent must have been agreed to by the **CITY** at a public meeting and which consent may be withheld within the sole discretion of the **CITY**.

23. **LIAISON.** A close liaison shall be maintained between the **CITY** and the **SHERIFF**. The **SHERIFF** agrees to make available to the **CITY** a specific member or members of the command staff who shall be available twenty-four (24) hours per day to act as liaison between the **CITY** and the **SHERIFF**. The **CITY** Manager and the **SHERIFF**, or their designees, shall meet and confer with each other on a regularly scheduled basis to discuss the administration of this Agreement. The **SHERIFF**, or her designee, shall, upon request of the **CITY** Commission, be present at **CITY** Commission meetings for discussion of the provision of law enforcement services within the **CITY**, for budget preparation purposes, or for any other purpose as the **CITY** Commission shall request from time to time. The **SHERIFF**, or her designee, shall be responsible for submitting appropriate staffing or information to the **CITY** Commission as is necessary for it to conduct its City-related business. Any request for the presence of the **SHERIFF** or her designee, or for the production of any information or staffing, shall be communicated solely through the **CITY** Manager.

24. **REPEAL OF PRIOR AGREEMENT.** As of its effective date, this Agreement repeals and supersedes the previous agreement between the City and the Sheriff which became effective on October 1, 2016.

25. **AUTHORITY TO EXECUTE.** The **SHERIFF**, by her execution hereof, does hereby represent to the **CITY** that she has full power and authority to make and execute this Agreement to the powers vested in her under Article VIII of the Constitution of the State of Florida, to the effect that her making and execution hereof shall create a legal obligation upon herself as **SHERIFF** of Alachua County, Florida, which shall be legally

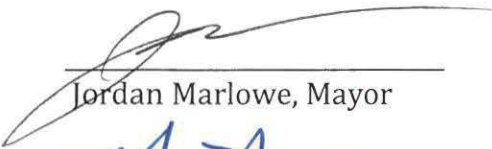
binding upon her; and that the same shall be enforceable by the **CITY** according to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the **SHERIFF** to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the **SHERIFF** pursuant to the laws of the State of Florida.


The Mayor and City Manager, by their respective execution hereof, represent to the **SHERIFF** that they have full power and authority to execute this Agreement on behalf of the **CITY**, upon ratification by the City Commission, and nothing contained herein is in any way contrary to or in contravention of the Charter of the **CITY** of Newberry or the laws of the State of Florida.

IN WITNESS WHEREOF, both parties have caused this agreement to be signed by their respective officers or parties thereunto duly authorized on this 25th day of

September, 2017.

CITY OF NEWBERRY:


Jordan Marlowe, Mayor


Mike New, City Manager

ATTEST:


Judy Rice, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**


S. Scott Walker, Esq., City Attorney

ALACHUA COUNTY SHERIFF'S OFFICE:

Sadie Darnell

Sadie Darnell, Sheriff 9/22/17

APPROVED AS TO FORM AND LEGALITY:

Cynthia M. Weygant 9/22/17

C. Weygant, Esq., General Counsel

