





<b>Date:</b> 06/16/2020		<b>AGENDA ITEM</b>				<b>Item:</b> 06	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution		<input checked="" type="checkbox"/> Other	
County Goals							
<input type="checkbox"/>	Thriving Communities	<input type="checkbox"/>	Economic & Financial Vitality	<input type="checkbox"/>	Excellence In Government	<input checked="" type="checkbox"/>	NA
<b>Department:</b> Leadership							
<b>Division:</b> Leadership							
<b>Subject:</b> Memorandum of Agreement between the County and the Sheriff.							
Suzanne Konchan Director Leadership  Department Approval				<b>Legal</b>  Michael Dyer Interim County Attorney    <b>Approved as to Form and Legality</b>		<b>County Manager's Office</b>  Ryan Ossowski Chief Financial Officer  	
Suzanne Konchan Director Leadership  Division Approval							
<b>Council Action:</b>							
<b>Modification:</b>							
<b>Account Number(s):</b> NA							
<b>Total Item Budget:</b> NA							
<b>Staff Contact(s):</b>				<b>Phone:</b>		<b>Ext.</b>	
Charles Hargrove, Deputy County Attorney				386 736 5950		12530	
Michael Chitwood				386 579 5961		12212	
<b>Summary/Highlights:</b>							
The transition team has worked closely with the Sheriff's department team to establish a memorandum of agreement which will take affect on January 5, 2021, in anticipation of the effective date of amendment 10 absent a court ruling to the contrary. The Sheriff will utilize some county support services, such as facilities management, fleet management, risk, legal and some information technology services. The Sheriff will establish its own finance and human resources teams. In addition, it is proposed that the county contract with the Sheriff to manage the central dispatch function for the county. This presentation is an overview of this agreement.							
<b>Recommended Motion:</b> Approval							

**MEMORANDUM OF AGREEMENT IN SUPPORT OF THE TRANSITION OF THE  
VOLUSIA COUNTY SHERIFF FROM A COUNTY CHARTER OFFICER TO COUNTY  
CONSTITUTIONAL OFFICER**

This Memorandum of Agreement in Support of the Transition of the Volusia County Sheriff from a County Charter Officer to County Constitutional Officer (“MOA”) is entered into between Volusia County Sheriff (“Sheriff”) and the Volusia County Council (“Council”) as follows:

**RECITALS**

WHEREAS, the County is one of twenty charter counties in Florida and governed by the Volusia County Charter (“Charter”) enacted by special act of the Florida Legislature, and adopted by Volusia County voters, in 1970;

WHEREAS, the Charter abolished the constitutional offices of property appraiser, sheriff, supervisor of elections and tax collector and transferred those duties to Volusia County government (“County”);

WHEREAS, Amendment 10 to the Florida Constitution takes effect on January 5, 2021 (“Effective Date”), absent a ruling from a court that it does not apply to the County;

WHEREAS, the Sheriff currently constitutes a county charter officer as an elected department head of the County but would transition to a county constitutional officer on January 5, 2021;

WHEREAS, the Council and Sheriff are committed to an orderly transition in the event that Amendment 10 is found to apply to the County by the court; and,

WHEREAS, the County Manager and Sheriff have successfully worked together to arrive at this MOA to outline applicable operational and structural changes to the County which begin on the Effective Date.

NOW THEREFORE, the Council and Sheriff agree as follows:

1. **Purpose.** This MOA shall outline those areas of common agreement to allow the Council and Sheriff to efficiently and effectively proceed with planning and preparation for the Effective Date of Amendment 10.
2. **Transition plan.** The Sheriff has elected to proceed as follows on the Effective Date of Amendment 10:
  - a. Transfer of Employees. County employees hired by the Volusia County Sheriff’s Office, which commonly has been referred to as the Sheriff’s Office (“Sheriff

Employees”) shall no longer be employees of the County but become employees of the Sheriff on the Effective Date. Employees of the Sheriff shall then be subject to the sole direction and control of the Sheriff. Nothing in this MOA shall be interpreted to grant any Sheriff Employee any expectation of continued employment with the County or the Sheriff.

- i. *Leave.* Leave balances which exist on January 4, 2021, for Sheriff Employees employed by the County on that date, and employed by the Sheriff on January 5, 2021, in accordance with Chapter 86 of the Code of Ordinances, County of Volusia (“Code”), shall transfer with said employees. The provision of leave thereafter shall be governed by personnel rules and policies established by the Sheriff to take effect on the Effective Date.
- ii. *Personnel Rules.* Beginning on the Effective Date, Sheriff Employees shall be subject to personnel rules and policies established by the Sheriff. For bargaining unit employees covered under collective bargaining agreements in effect prior to the Effective Date, personnel rules and policies shall remain status quo after the expiration of such agreements on or about September 30, 2020, unless modified by subsequent collective bargaining agreement. The Sheriff shall handle negotiations with collective bargaining units for Sheriff bargaining unit employees after the Effective Date.

b. Facilities.

- i. *Primary office in county seat.* In accordance with article VIII, section 1(k) of the Florida Constitution, the County will provide necessary office space for the principal office, and location of permanent records, of the Sheriff in the county seat, without charge, including utilities.
- ii. *Branch offices.* In accordance with article VIII, section 1(k) of the Florida Constitution, any branch office of the Sheriff for the conduct of county business may be established outside of the county seat of DeLand if approved by resolution of the Council. For all County-owned buildings and for County-leases currently existing (excluding any renewal or extension periods available thereunder), the County will be responsible for all costs associated with any branch offices (which defined here includes auxiliary facilities) to conduct business, and such costs shall be accounted for in the County’s adopted budget, as a separate object code in the facilities division budget subject to appropriation by the County Council. Following expiration of existing leases, the Sheriff will provide for lease costs within the Sheriff’s

budget in accordance with section 30.49(2), Fla. Stat. within the appropriate fund and functional category. As part of its provision of facilities services in paragraph 2.g.i., the County Manager or designee will handle lease negotiations, in consultation and collaboration with the Sheriff or his designee, for any proposed future leases by the County for use of buildings by the Sheriff. The Sheriff currently operates, and the County retains ownership of, a primary office located at 123 W. Indiana Avenue, Deland, Florida and the following branch offices, which have been previously approved by the Council:

District Office 2, 1706 S. Woodland Blvd, DeLand, Florida\*\*\*  
District Office 3, 1435 US Highway 1, Ormond Beach, Florida\*\*\*  
District Office 4, 1690 Providence Boulevard, Deltona, Florida \*  
District Office 5, 101-103 Canal Street, New Smyrna Beach, Florida  
District Office 6, 79 S. Charles Beall Boulevard, DeBary, Florida \*  
Sheriff Civil, 442 South Beach Street, Daytona Beach, Florida  
Sheriff Information Technology, 59 Keyton Drive, Daytona Beach, Florida  
Sheriff Operations, 1330 Indian Lake Road, Daytona Beach, Florida  
Sheriff Training, 3901 Tiger Bay Road, Daytona Beach, Florida  
Sheriff's Vehicle Barn, 3899 Tiger Bay Road, Daytona Beach, Florida  
Sheriff EVOC, Fair Street, DeLand, Florida  
Sheriff Aviation Hangar, 951 Singleton Drive, DeLand, Florida\*\*\*  
Sheriff Evidence/Storage, 3887 Tiger Bay Road, Daytona Beach, Florida  
Sheriff Communications, 3825 Tiger Bay Road, Daytona Beach, Florida \*\*  
One confidential location\*\*\*

\*These locations are provided by the City and not the County

\*\*Communication Center is located in the Volusia County EOC, occupying 16,180sf.

\*\*\*Locations leased by the County

- iii. *Equipment and maintenance.* The Sheriff shall be responsible for the actual cost of equipping and maintaining the primary, and any branch offices and account for the expenses within the Sheriff's budget.
- c. Transfer of Assets. It is the parties' intent that assets utilized by the Sheriff be transferred from the County to the Sheriff on the Effective Date except those assets utilized by the Sheriff to be retained by the County as explicitly set forth herein. The parties also understand and agree that many assets utilized by the Sheriff are titled or registered (i.e., vehicles and weapons). The parties agree that upon approval by the County Manager, the Sheriff shall have the exclusive right to

control and possess all assets of the Sheriff on the Effective date. It is agreed that all assets utilized by the Sheriff (other than those assets explicitly addressed below) including but not limited to desks, chairs, office supplies, and office equipment shall be transferred to the Sheriff on the Effective Date.

The Sheriff agrees and understands that the Sheriff will be responsible for the cost of transfer of title to titled assets (such as motor vehicle, motors, trailers, etc.). The transfer of title and costs will be the responsibility of the Sheriff, and the administrative costs assessed by the County and State rebated fees will be removed from the total costs.

It is anticipated and agreed that transfer of the remaining assets outlined below will be accomplished as follows:

- i. *Titled Assets.* The Sheriff shall provide to the County Manager, on or by July 31, 2020, an inventory of all titled assets, including but not limited to motor vehicles, boats, motors, helicopters, and trailers utilized by the Sheriff. Upon approval of transfer by the County Manager, the County shall provide to Sheriff executed titles for all titled assets listed in the Sheriff's inventory of titled assets on the Effective date. Sheriff agrees to promptly take necessary action thereafter to complete the transfer of title from County to Sheriff. In the event Sheriff acquires new titled assets after the inventory of titled assets is provided to the County Manager, Sheriff agrees to immediately notify the County Manager of the new acquisition so that action may be promptly taken by the County to prepare for transfer of title of the newly acquired titled asset on the Effective Date.
- ii. *Non-Titled Assets.* The County Manager shall provide to the Sheriff, on or by November 15, 2020, an inventory of all capital assets recorded in the County's capital asset inventory as of the date the report is run, excluding titled assets and weapons. The Sheriff shall review the inventory and confirm, in writing, that he is in possession of all capital assets listed in the inventory. The Sheriff agrees to notify the County Manager of any capital assets in his possession (other than weapons and titled assets) not on the capital asset inventory as well as capital assets acquired by the Sheriff after the capital asset inventory is provided to the Sheriff, in advance of the Effective Date. The County Manager shall approve the transfer of all items contained on the capital asset inventory, in writing, in advance of the Effective Date.

- iii. *Weapons.* The Sheriff shall provide to the County Manager, on or by August 31, 2020, an inventory of all weapons maintained and utilized by the Sheriff. The County Manager shall approve the transfer of all items contained on the inventory of weapons, in writing, in advance of the Effective Date. In the event Sheriff acquires new weapons after the inventory of weapons is provided to the County Manager, Sheriff agrees to immediately notify the County Manager of the new acquisition so that the County Manager may approve transfer of the same in advance of the Effective Date. To the extent any weapons possessed by the Sheriff are registered to the County of Volusia, Sheriff agrees to prepare all necessary paperwork required for transfer of registration of all registered weapons from the County to the Sheriff to be effective on the Effective Date and to provide the same to the County Manager for execution on or by November 30, 2020.
  
- d. Transfer of Accounts. It is the intent of the parties to transfer financial accounts for which transfer is required, currently maintained by the County, for or on behalf of the Sheriff, to the Sheriff on the Effective Date. Financial accounts to be transferred do not include any remaining unspent general or municipal service district funds. The parties understand, however, that transfer of all financial accounts may not be possible until a date after the Effective Date. The parties agree to make all necessary preparation for transfer of financial accounts in advance of the Effective Date and to work together to prepare for and accomplish transfer of all accounts as soon as possible following the Effective Date. A list of those accounts identified by the County will be provided to the Sheriff and agreement reached by the parties on the details of transferring such financial accounts by separate Participation Agreement.
  
- e. Assignment of Grants and Contracts. Prior to the Effective Date, the County shall prepare Assignments for all existing County contracts related to the Sheriff's Office and all grants awarded to County on behalf of or for the benefit of the Sheriff. Said Assignments will be provided for execution by the Sheriff immediately following the Effective Date but the effective date of said Assignments shall be retroactive to the Effective Date. Although the County will assist the Sheriff in obtaining executed Assignments, Sheriff understands that consent to assignment by the third-party vendors and grantors ultimately rests with those third-parties. Sheriff agrees to defend or assist the County with defending, as necessary or required, any and all grants applied for by the County prior to the Effective Date for the benefit of or on behalf of the Sheriff. Sheriff further agrees to continue to submit invoices for services or goods paid by the County for which cost reimbursement grants were awarded prior to the Effective Date for reimbursement directly to the County and

the reimbursement of the County in the event the grantor remits funds for reimbursement directly to the Sheriff.

- f. Dispatch Services and Equipment. The County retains the Sheriff to operate and maintain the County's central E911 and Computer Aided-Dispatch (CAD) Systems consistent with this paragraph. Ownership of the E911 and CAD Systems (to include hardware, such as computers, servers, logging recorders, radio consoles, radio keypads, foot pedals, modules, dispatch telephones, and associated software) shall remain with the County. Nothing in this paragraph shall be interpreted to constitute a transfer by the County for its responsibility for the E911 System subject to applicable state and/or federal grants. The Sheriff agrees to cooperate with the County Manager if the County Manager determines that amendment to this paragraph is necessary to ensure compliance with any state/federal grant related to the central E911 and CAD systems. In the event either party elects to discontinue this arrangement for the operation of the central E911 and CAD systems pursuant to this paragraph, that party shall provide the other at least six (6) months advance written notice of such intent to allow for necessary transfer of these services, including existing personnel integral to operating these systems, back to the County. Existing personnel integral to operating these systems includes information technology personnel (including a , software engineer and systems engineer) and communications personnel (including telecommunicators, call takers, radio dispatchers, engineering staff, accreditation staff, administrative support staff and managers, training staff, coordinators, audio researchers, a database coordinator, and a 911 coordinator). Terms and conditions of the maintenance and operation of the E911 and CAD systems shall be established by separate written participation agreement.
- g. Services to be provided by County to Sheriff.
- i. Specified services comprised of specified facilities management and maintenance, custodial services and fleet maintenance of Sheriff-owned vehicles as well as usage of County fuel sites and mobile fueling services for Sheriff's generators. The details of the fleet maintenance, facility generator services and fuel services to be provided shall be addressed by separate written participation agreement. The Sheriff presently is not part of the County's lease-purchase fleet program and elects to not participate in the program on the Effective Date;
  - ii. Risk Management, including insurance policies and liability self-insurance programs (general liability, fleet liability and workers' compensation). The

terms of participation in these programs shall be established by separate written participation agreement;

- iii. Employee benefits programs offered to County employees, including the group health program in effect on the Effective date and as may be modified thereafter pursuant to negotiation by the County with its carrier(s). This shall not include employee work holidays or leave. The Sheriff shall otherwise be responsible for all remaining human resources services. The terms of participation in these programs shall be established by separate written participation agreement;
- iv. Legal Services. The County shall continue to provide legal services (assigned county attorneys and legal staff) to the Sheriff until January 5, 2021, except as modified by this MOA. On January 5, 2021, an assistant county attorney position and paralegal position shall transfer from the County Attorney to the Sheriff and shall be employees of the Sheriff. The Sheriff will employ separate and independent legal advisor/general counsel on the Effective Date to provide general representation (except for matters and litigation related to the participation Agreement for the County's self- insurance and employee benefits programs between the Sheriff and County or as otherwise stated in this MOA) to support the operations of the Sheriff.
  - a. Until January 4, 2021, and pursuant to the County's current contract with Fisher & Phillips, which serves as the County's outside legal counsel on labor matters, the County shall provide the legal services of Benton Woods, Esq. of Fisher & Phillips to assist the Sheriff in developing personnel rules and policies for the Sheriff's Employees that will take effect on January 5, 2021. In addition, Mr. Woods will participate, in conjunction with the County's collective bargaining team, in IUPA union negotiations until January 4, 2021. County has no objection to an attorney from the Law Firm of Allen, Norton, and Blue attending such negotiations at no cost to the County and for the sole purpose of observation, unless otherwise approved by the County Manager.
  - b. To ensure the continuity of operations during the temporary absence of the Sheriff's legal advisor/general counsel due to vacation, professional development activities, illness or other personal leave after effective date of this MOA and following the Effective Date, the County Attorney will make available legal assistance and support as requested by the Sheriff during such period(s), in the absence of a conflict.



- c. Following the Effective Date, the Sheriff elects to continue to utilize the County for the handling and defense of the following pre-litigation and litigation matters:
  - i. Defense of liability (worker's compensation, general liability and fleet liability) claims and proceedings covered by the County's self-insurance programs;
  - ii. Defense of civil rights and discrimination claims and proceedings in state or federal court or other agencies;
  - iii. Risk protection order proceedings pursuant to state law.
- v. The Sheriff may seek, at any time, to utilize the County for additional legal services not explicitly set forth herein. At such time, the Sheriff and County Attorney shall confer and decide the extent of those services.
- h. Internal Auditor Services. Shall be made available to the Sheriff upon request.
- i. Information Technology.

Information Technology services to be provided to Sheriff by County shall be detailed in a separate written participation agreement. These services include but are not limited to the following:

- i. The County shall continue to maintain the CJIS Hub and CJIS Data Portal. The Sheriff's interface with these systems through the applications of the Sheriff shall remain intact following the Effective Date. The Sheriff will maintain connectivity to the County and the Municipalities that is currently used for CJIS information, connectivity to fire control and reporting software, and other mutually advantageous information sharing.
- ii. The County shall continue to maintain and operate existing information technology (IT) services utilized by the Sheriff, including but not limited to, electronic document management, website hosting, geographic information systems, telephones, administrative telephone connections to the emergency telephone system, the public safety radio system infrastructure including dispatch radio consoles but excluding radios, wide and local area networking to sites jointly used by the County's and Sheriff's offices, and wide area

networking to the following Sheriff's Office only locations (at current circuit capacity):

- Aviation, 951 Singleton Drive, DeLand
- District 2, 1706 Woodland Blvd, DeLand
- District 3, 1435 N US Hwy 1, Ormond Beach
- District 4, 1691 Providence Blvd, Deltona
- District 6, 79 South Charles Beall Blvd, DeBary
- One confidential location

Maintenance and operation of information technology services by the County for any additional offices or locations established by the Sheriff after the Effective Date shall be by separate agreement between the Sheriff and County Manager.

3. **Changes.** The Sheriff recognizes the Council prepares its budget each fiscal year beginning on October 1 and ending on September 30. The Sheriff will continue to utilize and/or participate in the services and programs outlined in paragraph 2.g. unless the Sheriff provides written notice to the County Manager by April 1 of any given fiscal year. The County will continue to provide to the Sheriff the services and programs outlined in paragraph 2.g. unless the County Manager provides written notice to the Sheriff by April 1 of any given fiscal year. Upon receipt of timely notice to the County Manager from the Sheriff or to the Sheriff by the County Manager, utilization and/or participation in or provision of services identified in that notice will discontinue on September 30 of that fiscal year. Otherwise, those services and programs will continue to be provided to the Sheriff by the County each fiscal year. The Sheriff agrees to submit his annual budget to the County Manager by June 1 of each year.

4. **Additional agreements.** As the Effective Date approaches, the Sheriff and County Manager shall prepare amendments to this MOA and, as indicated herein, separate participation agreements, to implement its intent. It is agreed by the parties that a formal Interlocal Agreement in substantially the same substantive form as this MOA, and incorporating the participation agreements referenced herein, will be executed by the parties on or after January 5, 2021.

5. **Amendments.** Any amendment to this MOA shall be in writing upon approval of each party.

VOLUSIA COUNTY SHERIFF

COUNTY OF VOLUSIA, FLORIDA

By: \_\_\_\_\_  
Michael Chitwood

By: \_\_\_\_\_  
Ed Kelley

*Memorandum of Agreement in Support of the Transition of the  
Volusia County Sheriff from a County Charter Officer to County Constitutional Officer*

Sheriff

Date: \_\_\_\_\_

County Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
George Recktenwald  
County Manager

