




Date: 12/15/2020		AGENDA ITEM				Item: 13	
<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
Department: Leadership							
Division: Leadership							
Subject: Supplemental participation agreements between the County of Volusia and Office of the Sheriff							
Suzanne Konchan Director Leadership  Department Approval				Legal Sebrina Slack Assistant County Attorney Approved as to Form and Legality		County Manager's Office Ryan Ossowski Chief Financial Officer 	
Suzanne Konchan Director Leadership  Division Approval							
Council Action:							
Modification:							
Account Number(s): NA							
Total Item Budget: NA							
Staff Contact(s):				Phone:		Ext.	
Shane Summers				386 736 5961		15796	
Jeaniene Jennings				386 822 5789		15789	
Summary/Highlights:							
In addition to the previously approved participation agreements, the County and the Sheriff are seeking approval to enter into (2) additional agreements for:							
1. Law Enforcement and ALS Emergency Air Transportation Services. 2. Law Enforcement Services at Daytona International Airport and Related Services.							
Attached are the two additional agreements for review.							
Recommended Motion: Approval							

**PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT AND
ALS EMERGENCY AIR TRANSPORTATION SERVICES**

THIS PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT AND ALS EMERGENCY AIR TRANSPORTATION SERVICES (hereinafter “Participation Agreement”) is entered into between the VOLUSIA SHERIFF’S OFFICE, (hereinafter “Participant” or “Sheriff”), and the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida (hereinafter “County”).

RECITALS

WHEREAS, the County is one of twenty charter counties in Florida and governed by the Volusia County 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 County government;

WHEREAS, Amendment 10 to the Florida Constitution takes effect on January 5, 2021, (“Effective Date”), which will re-establish the constitutional offices of property appraiser, sheriff, supervisor of elections, and tax collector;

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

WHEREAS, the County and Sheriff are committed to an orderly transition. As such, the County and Sheriff have previously entered into a Memorandum of Agreement (“MOA”) dated June 16, 2020, in support of the transition of the Sheriff from a county charter officer to a county constitutional officer;

WHEREAS, the County owns, operates, and maintains three helicopters to provide both law enforcement and emergency air transport services;

WHEREAS, the County and Sheriff desire to continue to further enhance the potential effectiveness of public safety and the preservation of human life through a 24/7 schedule of law enforcement and emergency air transport service;

WHEREAS, the ability to rapidly transport high acuity patients has been repeatedly demonstrated to be a major factor in improving the potential for saving lives;

WHEREAS, the Sheriff desires to provide enhanced law enforcement and Advanced Life Support (“ALS”) emergency air transportation services (“Services”) utilizing helicopters owned by the County to maintain a 24/7 schedule of ALS Services;

WHEREAS, the acquisition and operation of a fleet of three Bell –Textron helicopters by the County has allowed the Sheriff to provide both law enforcement and ALS Services, enabling the County and Sheriff to maintain and advance present performance levels of helicopter service;

WHEREAS, the County and Sheriff desire to continue to work together to make the most efficient use of their technical resources and personnel to enable the parties to cooperate with each other to provide quality law enforcement and emergency air transportation services;

WHEREAS, such units of local government have authority to enter interlocal agreements and exercise jointly with any other public agency of the state any power, privilege, or authority which they share in common and which each might exercise separately as provided in section 163.01, Florida Statutes;

WHEREAS, the County and Sheriff desire to participate in an agreement to allow the Sheriff to continue to use and operate the Helicopters owned and registered in the name of the County to facilitate the Sheriff's law enforcement and ALS air transportation services; and,

WHEREAS, the County and Sheriff have successfully worked together to arrive at this Participation Agreement to begin on the Effective Date.

NOW THEREFORE, the County and Sheriff agree as follows:

I. EQUIPMENT.

A. **HELICOPTERS** The County and Sheriff operate a countywide law enforcement and emergency ALS air transportation service utilizing three (3) Bell Helicopter Textron aircraft (hereinafter collectively referred to as "Helicopters"). The Helicopters are owned by and registered with the Federal Aviation Administration ("FAA") to the County.

B. **DESCRIPTIONS.** The Helicopters are more particularly described as follows:

<u>N-Number</u>	<u>Serial No.</u>	<u>Manufacturer/Model</u>	<u>FAA Registration Name</u>
801DS	53977	Bell Helicopter Textron Canada/407	County of Volusia
802DS	53797	Bell Helicopter Textron Canada/407	County of Volusia
803DS	53880	Bell Helicopter Textron Canada/407	County of Volusia

II. RESPONSIBILITIES.

A. **COUNTY RESPONSIBILITIES.** The County agrees to provide the following:

1. The County will retain ownership of the Helicopters until this Participation Agreement is terminated pursuant to Section V.

2. The County agrees to allow the Sheriff to operate the Helicopters under the County's Certificate of Public Convenience and Necessity ("COPCN") and to continue providing Services under the County's COPCN until the FAA registrations and title to the Helicopters are transferred from the County to the

Sheriff or this Participation Agreement is terminated.

3. The County agrees to maintain liability insurance in such amounts and with such coverages as determined by the County or its designee which may be required from time to time while the Sheriff is providing Services under the COPCN.

B. SHERIFF RESPONSIBILITIES. The Sheriff agrees to provide or do the following:

1. The Sheriff agrees to fund operation and maintenance of the Helicopters to provide Services until the FAA registrations and title to the Helicopters are transferred from the County to the Sheriff or this Participation Agreement is terminated by either party.

2. While operating the Helicopters under the County's COPCN, the Sheriff agrees to:

a) Provide continuous and uninterrupted Services in the manner and for those areas authorized by the COPCN;

b) Provide Services authorized by the COPCN to adjacent areas or routes, when requested to do so by a public safety agency or EMS provider;

c) Maintain such records as may be required by the federal or state government, or by the County Council, pursuant to any rules and regulations adopted by resolution, and furnish or make such records available to the County Manager or designee for inspection at reasonable times and places;

d) Provide the following documents prior to expiration of existing documents for all personnel of the Helicopters:

(1) Pilot license and annual medical certification;

(2) Paramedic credential;

(3) Advanced cardiac life support credential; and

(4) Initial air crew member (ACM) education program that was conducted in accordance with the 1988 United States (U.S.) Department of Transportation (DOT) Air Medical Crew-Advanced National Standard Curriculum.

e) Provide emergency protocols which address procedures when the helicopter is overdue, when radio communications cannot be established, or when helicopter location cannot be verified.

f) Provide that each licensed rotary wing air ambulance shall document at least every fifteen (15) minutes of flight while en-route to and

from the patient's location. These documents shall be reviewed biennially by the Sheriff.

g) Provide for quarterly safety committee meetings and preparation of minutes in accordance with state regulation.

h) Operate the helicopters in conformance with all federal, state, or local laws or ordinances, and all rules and regulations, resolutions or policies thereunder, and any conditions or limitations required while operating under the County's COPCN and pursuant to Section 46-92, Code of Ordinances, County of Volusia.

III. ONGOING RELATIONSHIP TO PROVIDE SERVICES.

A. **COOPERATION.** County and Sheriff agree to cooperate and coordinate the provision of Services countywide.

B. **UPGRADES AND CHANGES.** It is mutually acknowledged that during the term of this Agreement it may be necessary to change the scope or extent of the Services or substitute Helicopter system items, including equipment, hardware, and software, or provide new system items, including equipment, hardware, and software (hereinafter collectively referred to as "Equipment") to carry out the intent and purpose of this Participation Agreement. Subject to section 46-92, Code of Ordinances, County of Volusia, the parties agree that they will negotiate in good faith any requested changes to Equipment.

C. **MUTUAL NON-INTERFERENCE.** Sheriff acknowledges that the Services to be performed under this Participation Agreement, relative to County's responsibilities, shall be performed by the County or its contractors and shall be under the sole supervision and direction of the County without interference by the Sheriff. Likewise, the County acknowledges that the Services performed by the Sheriff under this Participation Agreement relative to Sheriff's responsibilities shall be performed by Sheriff or his contractors and shall be under the sole supervision and direction of the Sheriff without interference from the County. Pursuant to section 46-92, Code of Ordinances, County of Volusia, County may monitor the Services performed by the Sheriff.

IV. ADDITIONAL AGREEMENTS.

A. **ADDITIONAL AGREEMENTS.** After this Participation Agreement is executed, the County or Sheriff may determine that additional agreements or changes to this Participation Agreement may be appropriate to implement the intent of the MOA or this Participation Agreement. The Sheriff and County agree to enter into additional agreements or amend this Participation Agreement, if appropriate.

B. **CONFLICTS BETWEEN AGREEMENTS.** If there are any conflicts between this Participation Agreement and the MOA, the terms of this Participation Agreement

will prevail. If additional agreements are entered into between the Sheriff and the County pursuant to the MOA, the later agreement or amendment shall prevail over any prior agreement and the MOA. As to all agreements, more specific provisions shall prevail over general provisions as to the specific subject of the provision. If an agreement is entered into between the Sheriff and the County regarding a specific subject, the more specific agreement shall apply independently of all other agreements and the MOA as to that specific subject.

V. TERM, TRANSFER, AND TERMINATION OF AGREEMENT.

A. **TERM.** This Participation Agreement shall begin on the Effective Date and end on July 31, 2021, unless this Agreement is terminated prior to July 31, 2021 or County and Sheriff agree otherwise in writing.

B. **TRANSFER.** If this Agreement is terminated, County will arrange for and cooperate with the Sheriff to facilitate the transfer of the FAA registrations and title to the Helicopters from the County to the Sheriff.

C. **NOTICE OF TERMINATION.** The County and Sheriff shall continue to cooperate to provide the Services set forth in this Participation Agreement unless the Sheriff provides sixty (60) days' written notice of termination to the County Manager or the County Manager provides sixty (60) days' written notice of termination to the Sheriff.

D. **TERMINATION.** Upon receipt of a notice of termination, the County and Sheriff will cooperate to facilitate the transfer of the FAA registrations and title to the Helicopters from the County to the Sheriff. This Participation Agreement will end upon the completion of said transfer.

VI. INTERLOCAL AGREEMENT.

A. **STATUTE.** Pursuant to section 163.01, Florida Statutes, units of local government have the authority to enter interlocal agreements and exercise jointly with any other public agency of the state any power, privilege or authority which they share in common and which each might exercise separately.

B. **INTERLOCAL AGREEMENT.** This Participation Agreement shall be deemed an interlocal agreement for purposes of section 163.01, Florida Statutes, upon the transition of the Sheriff from a county charter officer to an independent constitutional officer on January 5, 2021.

VII. MISCELLANEOUS.

A. **NON-WAIVER.** Nothing herein shall be construed as waiving any liability limits or other protections or immunities provided by common law or Florida law to any Participant or to any officers or employees of Participant.

B. **MODIFICATIONS.** No provision of this Participation Agreement may be changed, altered, modified, or waived except in writing signed by both parties, which writing shall specifically reference this Participation Agreement and the specific provision which the parties intend to modify or waive.

C. **COMPLETE AGREEMENT.** This Participation Agreement sets forth the entire understanding related to the matters set forth herein between the parties and supersedes any and all prior oral or written agreements, understandings, representations, or warranties between the parties, except as specified herein.

D. **SEVERABILITY AND ENFORCEABILITY.** Should any provision of this Participation Agreement be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Participation Agreement in full force and effect.

E. **TERMS.** Common nouns and pronouns refer to the singular and plural, identity of the person or persons, firm or corporation as the context requires. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

F. **HEADINGS.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Participation Agreement.

G. **RECITALS.** The paragraphs outlined in the Recitals above are true and correct and made a part of this Participation Agreement.

H. **NOTICES.** Notices, consents, and approvals, which any party shall be required or shall desire to make or give under this Participation Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

<p>County:</p> <p>County of Volusia ATTN: County Manager 123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613</p> <p>With Copies to: County of Volusia ATTN: County Attorney 123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613</p>	<p>Participant:</p> <p>Volusia Sheriff's Office ATTN: Sheriff Michael Chitwood 123 West Indiana Avenue DeLand, Florida 32720-4613</p> <p>With Copies to: Volusia Sheriff's Office ATTN: LEGAL ADVISOR 123 West Indiana Avenue DeLand, Florida 32720-4613</p>
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IN WITNESS WHEREOF, the parties hereto have executed this PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT AND ALS EMERGENCY TRAUMA AIR TRANSPORTATION SERVICES between the Sheriff and the County of Volusia as set forth below.

VOLUSIA SHERIFF'S OFFICE

COUNTY OF VOLUSIA, FLORIDA

By: _____
Sheriff Michael J. Chitwood

By: _____
Ed Kelley, County Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
[Printed name and title]

By: _____
George Recktenwald, County Manager

**PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT SERVICES
AT DAYTONA INTERNATIONAL AIRPORT AND RELATED SERVICES**

THIS PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT SERVICES AT DAYTONA INTERNATIONAL AIRPORT AND RELATED SERVICES (hereinafter “Participation Agreement”) is entered into between the VOLUSIA SHERIFF’S OFFICE, (hereinafter “Participant” or “Sheriff”), and the COUNTY OF VOLUSIA, a body corporate and politic and a political subdivision of the State of Florida (hereinafter “County”).

RECITALS

WHEREAS, the County is one of twenty charter counties in Florida and governed by the Volusia County 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 County government;

WHEREAS, Amendment 10 to the Florida Constitution takes effect on January 5, 2021, (“Effective Date”), which will re-establish the constitutional offices of property appraiser, sheriff, supervisor of elections, and tax collector;

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

WHEREAS, the County and Sheriff are committed to an orderly transition. As such, the County and Sheriff have previously entered into a Memorandum of Agreement (“MOA”) dated June 16, 2020, in support of the transition of the Sheriff from a county charter officer to a county constitutional officer;

WHEREAS, the County is a political subdivision of the State of Florida which owns, operates, and maintains the Daytona Beach International Airport (“Airport”);

WHEREAS, the Sheriff is authorized by section 30.15, Florida Statutes, to provide law enforcement services within the geographic limits of Volusia County, Florida;

WHEREAS, the County has an obligation to provide law enforcement services for the protection of all those who use the Airport under applicable laws and regulations. The County and Sheriff have agreed that the Sheriff shall provide those law enforcement services, including those services required by applicable laws and regulations, such as the Transportation Safety Regulations, and other law enforcement services as agreed by the parties;

WHEREAS, such units of local government have authority to enter interlocal agreements and exercise jointly with any other public agency of the state any power, privilege, or authority which they share in common and which each might exercise separately as provided in section 163.01, Florida Statutes;

WHEREAS, the County and Sheriff desire to participate in an agreement for the provision of law enforcement services by the Sheriff to the Daytona Beach International Airport and other related law enforcement services; and,

WHEREAS, the County and Sheriff have successfully worked together to arrive at this Participation Agreement to begin on the Effective Date.

NOW THEREFORE, the County and Sheriff agree as follows:

I. LAW ENFORCEMENT SERVICES.

A. PURPOSE AND SCOPE.

1. **Purpose.** The purpose of this Participation Agreement is for the Sheriff to provide the Airport, which is owned, operated, and maintained by the County, with specified law enforcement services and equipment at the level of service specified in this agreement.

2. **Scope.** Sheriff shall provide 24-hours per day, 7 days per week law enforcement services to the Airport and enforce all laws, regulations, and ordinances as provided for herein. The Airport has a security plan which the Sheriff agrees to comply with and coordinate with the Airport to ensure proper implementation thereof. The Airport and Sheriff shall establish a patrol schedule and area to be maintained and adhered to by the deputies.

B. LAW ENFORCEMENT SERVICES.

1. **Services.** Sheriff shall assign certified law enforcement officers to the Airport to provide law enforcement services, including, but not limited to, protecting people and property; enforcing criminal laws; enforcing traffic and parking laws or regulations; and enforcing airport rules and regulations. The Sheriff agrees that the deputies assigned to duty at the Airport shall, at a minimum, during the course of their duties perform the services set forth in Exhibit A attached hereto.

2. **Enforcement of Laws.** The Sheriff shall discharge and ensure the duties and responsibilities set forth in this Participation Agreement are upheld and enforced, to include, all state laws and regulations, federal laws and regulations, county ordinances, and airport rules and regulations. No deputy shall perform or be asked to perform any services, functions, or tasks that would interfere with or otherwise be considered outside the normal scope of duties for a law enforcement officer assigned to the Airport, except in emergency situations which may require extraordinary duties.

3. **Staffing Levels.** Sheriff agrees to assign a minimum of one (1) sergeant and eight (8) deputies to the Airport. The Sheriff agrees that two (2) of the eight (8) assigned deputies shall be certified explosives K-9 handlers with active canines. The Sheriff agrees that the deputies who are certified K-9 handlers shall work alternating shifts to ensure maximum K-9 presence at the Airport throughout the week.

a) It is understood and acknowledged by both parties that the County shall

receive the minimum contracted level of airport qualified staffing assigned to the Airport by the Sheriff at all times. The staffing levels for deputies as set forth in this Participation Agreement shall be considered the minimum number of deputies required to be assigned to the Airport to be fully staffed with airport qualified law enforcement officers. Sheriff agrees that every effort will be made to ensure occasional vacancies due to employee sickness, vacation, or training requirements will be covered by the assignment of alternative personnel to maintain the agreed upon minimum staffing level.

- b) If the County determines there is an immediate or urgent need to modify the minimum staffing level of law enforcement personnel at the Airport, the Sheriff agrees to increase, supplement, or decrease the necessary number of law enforcement personnel as requested or deemed necessary by the County to meet the immediate operational needs of the Airport.

4. **Modifications to Staffing or Services.** The County shall notify the Sheriff in writing no later than April 1 of each year regarding any requested material modifications for the upcoming fiscal year to the level of staffing or law enforcement services provided for through this agreement. Following any such modification and with the concurrence of the Sheriff to provide the modified level of service or staffing, an adjustment will be made to the level of service or staffing for the next fiscal year and the annual compensation rate will be adjusted. Nothing in this section shall preclude the County and Sheriff from requesting contract modifications at other times during the term of this Participation Agreement regarding any matter, including, non-material or exigent circumstance modifications to service or staffing levels.

5. **Division of Management Responsibilities.** During the term of this Participation Agreement, the County or, its designee at the Airport, shall have the continuing right and authority to manage and direct, in general terms and in accordance with the Airport's Security Plan, the provision of law enforcement services as set forth in this agreement, including, but not limited to, deployment of personnel and equipment. However, where specific professional standards are applicable to the actual implementation of such law enforcement services, the Sheriff or his designated officer in charge of personnel assigned to the Airport shall have the authority for decision making as to those specific law enforcement matters. The Sheriff or his designated officer in charge shall be available to the County or, its designated Airport representative, on a regularly scheduled basis to provide consultation and recommendations related to general management decisions regarding law enforcement services at the Airport.

6. **Liaisons.** A close liaison shall be maintained between the Airport and the Sheriff's Office. The County and Sheriff agree to make available to each other a specifically identified member or members of its management staff who shall reasonably be available to liaison between the Airport and the Sheriff. The County and Sheriff, or their designees, shall meet and confer with each other at a minimum on a

monthly basis, or more frequently as necessary, to discuss administration of this Participation Agreement.

7. **Airport Substation.** The Airport shall provide the Sheriff with office space within the Airport's main terminal facility to accommodate a fully staffed shift of (1) duty sergeant and two (2) on-duty deputies and include adequate space to accommodate assigned on-duty K-9 unit(s). The Airport shall provide adequate kennel space and a designated dog run for the canines assigned to the Airport.

8. **Emergency Events.** Both parties agree and acknowledge that from time to time special events, airport emergency response situations, or irregular operational situations may require the transfer of law enforcement personnel either to or away from the Airport on a temporary basis. Sheriff and County agree that the Airport requires a law enforcement presence at all times and will cooperate to maintain the necessary law enforcement presence at the Airport.

C. **SHERIFF'S RESPONSIBILITIES.**

1. **Personnel Assignment.** Sheriff shall have complete control and responsibility for the assignment of his employees to the Airport. Sheriff employees assigned to the Airport shall be subject to all policies, rules, regulations, and discipline of the Volusia Sheriff's Office. If a Sheriff employee is not appropriate for duty at the Airport, the Airport may request the re-assignment of a Sheriff employee and the Sheriff will consider reasonable requests for re-assignment of an employee.

2. **Equipment.** Sheriff shall equip each deputy who provides law enforcement services to the Airport with a patrol vehicle and all other necessary and appropriate equipment to perform his or her duties. County may further provide those deputies assigned to the Airport with additional equipment as necessary, including, air-to ground radios, ballistic shields, license plate readers, and security badges for airport access. Any equipment provided to the deputies by the Sheriff shall remain the property of the Sheriff. Any equipment provided to the deputies by the County shall remain the property of the County.

3. **Training.** The Sheriff shall be responsible for the training of all law enforcement personnel performing services pursuant to this Participation Agreement, except that the County, or its designee, will be responsible for providing to those deputies assigned to the Airport with such information or training as necessary or appropriate to perform their duties as described in the Airport Security Plan, Airport Certification Manual, and in compliance with TSA regulations and FAA regulations.

4. **Evidence and Reports.** The Sheriff shall be solely responsible for the preservation of documentation, including, reports, and storage of any evidentiary property obtained as a result of a law enforcement investigation or action at the Airport.

5. **Investigations.** The County will not conduct any investigations solely into any alleged misconduct of Sheriff's personnel assigned to the Airport, but will promptly

report such matters to the VSO supervisor, VSO Internal Affairs, or the Sheriff. Upon completion of an investigation into the alleged act of misconduct at the Airport, the County shall be informed of the outcome of the investigation.

6. **Responsibility for Fines.** Sheriff shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against any regulatory action taken against the County by a governmental or regulatory agency, including, but not limited to, the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), or Occupational Safety & Health Administration ("OSHA"), as a result of security, safety, or other infractions or violations arising from Sheriff's operations, omissions, or activities within the Airport, inclusive of any activities or operations performed by an employee, agent, contractor, or subcontractor of the Sheriff. Furthermore, if, as a result of any such security, safety, or other infractions or violations, a governmental or regulatory agency issues any fines or other monetary penalties, including late charges in connection therewith, to or against the County, the Sheriff agrees to timely pay any such fines and penalties to the County within twenty (20) days of the Sheriff's receipt of an invoice for such fines and/or penalties from the County.

7. **NONDISCRIMINATION.** During the performance of this Participation Agreement, Sheriff, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- d) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- e) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- f) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid

recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- g) Titles II of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- h) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- k) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

D. PAYMENT FOR SERVICES.

1. **Cost Reimbursement.** For the services provided to the Airport pursuant to this Participation Agreement, the County shall reimburse the Sheriff for the actual cost of the following:

- a) Each assigned deputy’s salary (at rates in effect as of the execution of this Participation Agreement), including, retirement contributions, employee benefits, social security and Medicare payments, as well as any other sums required by any Federal or State laws that are owed due to the payment of wages or benefits of an employee;
- b) Prorated portion of any necessary insurances for the deputies, including, professional liability and motor vehicle insurance premiums;
- c) Prorated portion of the Sheriff’s overhead and administration; and
- d) Prorated portion of capital costs and operating expenses, including, equipping the deputy with a fully equipped patrol car, weapons, uniforms,

and all other items furnished to a deputies to perform law enforcement duties.

2. **Estimated Costs.** The estimated costs that the County shall reimburse the Sheriff for law enforcement services rendered at the Airport during the period of January 5, 2021 through September 30, 2021, is the sum of \$928,910.00, in accordance with the County's budget as adopted on October 6, 2020 by the County Council as part of the Airport's budget. The County shall only compensate the Sheriff for the hours that his personnel are directly performing law enforcement services for the Airport and for costs directly arising from providing services to the Airport. The estimated costs to be charged to the Airport by the Sheriff is set forth in the Sheriff Services Worksheet attached hereto as Exhibit B.
3. **Quarterly Invoices and Payments.** The Sheriff shall on a quarterly basis invoice the Airport for services provided pursuant to this Participation Agreement. The County will pay for the Sheriff's invoices for services to the Airport within forty-five (45) days of receiving the invoice.
4. **Funding Sources.** The amounts paid by the County for Sheriff services to the Airport shall be paid exclusively by the County's Airport enterprise fund.
5. **Payment Method.** Said payments will be made by the County to the Sheriff via check unless the County has been provided Automated Clearing House (ACH) transfer instructions in writing by the Sheriff at least five (5) days before any payment is due.
6. **Year End Reconciliation.** At the end of the fiscal year, incurred costs by the County pursuant to this agreement shall be reconciled with total payments made by the County. County and Sheriff will cooperate to determine the final balances to be reconciled. If incurred costs exceed total payments, the County will reimburse the Sheriff for the excess costs. If the total payments exceed the costs incurred, the Sheriff will reimburse the County for excess payments no later than October 31 subsequent to the close of the fiscal year, along with all year-end financial paperwork to allow the County to complete its required year-end budget reports. Any additional payments made or refunds required pursuant to this paragraph shall be processed consistent with Section I, Paragraph D. of this Participation Agreement.
7. **Future Fiscal Year Cost Estimates.** County and Sheriff shall negotiate a Cost Estimate for each year that this Participation Agreement remains in effect in time sufficient for the preparation of budgets. Prior to June 1 of each year, the Sheriff shall prepare an Amended Exhibit B, in the same form and detail as the attached Exhibit B, showing the agreed upon Cost Estimate for the upcoming fiscal year for the Sheriff to provide services to the Airport pursuant to this Participation Agreement. The County shall prepare an amendment to this Participation Agreement to incorporate the agreed upon amendment to Exhibit B.
8. **Grants and Additional Funding.** The County and Sheriff shall cooperate to obtain funding from grants or other sources, including, the TSA, federal resources, state

resources, or other sources related to airport security, including, but not limited to, staffing, training, equipment, or canines.

II. SOVEREIGN IMMUNITY.

A. **NO WAIVER OF IMMUNITY.** Pursuant to section 768.28(19), Florida Statutes, neither the County nor the Sheriff waives any defense of sovereign immunity, or increase of the limits of its liability, upon entering into this Participation Agreement. This Participation Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. Each party to this Participation Agreement expressly retains all rights, benefits, and immunities of sovereign immunity that each presently enjoys under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes.

B. **NATURE OF DECISIONS.** It is the intent of the County that the County's management decisions as contemplated in this agreement, are to be the exercise of a legislative, planning level function of the County, and that the County shall not undertake to exercise specific operational control over the provision of the law enforcement services provided through this Participation Agreement.

C. **LIMITATION OF LIABILITY.** Notwithstanding anything set forth in any article of this Participation Agreement to the contrary, nothing in this Participation Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida legislature or may be adopted by the Florida Legislature and any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract.

D. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Participation Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred by the doctrine of sovereign immunity or by operation of law.

III. ADDITIONAL AGREEMENTS.

A. **ADDITIONAL AGREEMENTS.** After this Agreement is executed, the County or Sheriff may determine that additional agreements or changes to this agreement may be appropriate to implement the intent of this agreement. The Sheriff and County agree to enter into additional agreements or amend this agreement, if appropriate.

B. **CONFLICTS BETWEEN AGREEMENTS.** If there are any conflicts between this Participation Agreement and the MOA, the terms of this Participation Agreement will prevail. If additional agreements are entered to between the Sheriff and the County

pursuant to the MOA, the later agreement or amendment shall prevail over any prior agreement and the MOA. As to all agreements, more specific provisions shall prevail over general provisions as to the specific subject of the provision. If an agreement is entered into between the Sheriff and the County regarding a specific subject, the more specific agreement shall apply independently of all other agreements and the MOA as to that specific subject.

IV. TERM, RENEWAL, AND TERMINATION OF AGREEMENT.

A. **TERM.** The Sheriff and County recognize that the Council prepares its budget based on a fiscal year beginning on October 1 and ending September 30. This Participation Agreement shall be for successive terms of a full fiscal year, except for the first term which shall be less than a full fiscal year beginning on the Effective Date and ending on September 30, 2021.

B. **RENEWAL.** This Participation Agreement shall renew each year on October 1, unless terminated by either party as provided herein.

C. **NOTICE OF TERMINATION.** The Sheriff shall continue to provide the services set forth in this Participation Agreement, unless the Sheriff provides written notice to the County Manager before 5:00 PM on April 1. The County shall continue to utilize the services of the Sheriff as set forth in this Participation Agreement unless the County Manager provides written notice to the Sheriff before 5:00 PM on April 1.

D. **TERMINATION.** Upon receipt of a timely notice of termination, the services and programs set forth in this Participation Agreement will end on September 30 of the fiscal year in which the notice of termination was given.

V. INTERLOCAL AGREEMENT.

A. **STATUTE.** Pursuant to section 163.01, Florida Statutes, units of local government have the authority to enter interlocal agreements and exercise jointly with any other public agency of the state any power, privilege or authority which they share in common and which each might exercise separately.

B. **INTERLOCAL AGREEMENT.** This Participation Agreement shall be deemed an interlocal agreement for purposes of section 163.01, Florida Statutes, upon the transition of the Sheriff from a county charter officer to an independent constitutional officer on January 5, 2021.

VI. MISCELLANEOUS.

A. **NON-WAIVER.** Nothing herein shall be construed as waiving any liability limits or other protections or immunities provided by common law or Florida law to any Participant or to any officers or employees of Participant.

B. **MODIFICATIONS.** No provision of this Participation Agreement may be changed, altered, modified, or waived except in writing signed by both parties, which writing shall specifically reference this Participation Agreement and the specific provision which the parties intend to modify or waive.

C. **COMPLETE AGREEMENT.** This Participation Agreement sets forth the entire understanding related to the matters set forth herein between the parties and supersedes any and all prior oral or written agreements, understandings, representations, or warranties between the parties, except as specified herein.

D. **SEVERABILITY AND ENFORCEABILITY.** Should any provision of this Participation Agreement be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Participation Agreement in full force and effect.

E. **NON-ASSIGNABILITY.** The Sheriff shall not assign the performance of this Participation Agreement to any other government or private entity, or in any manner contract for the provision of the law enforcement services by a third party without the express written consent of the County.

F. **TERMS.** Common nouns and pronouns refer to the singular and plural, identity of the person or persons, firm or corporation as the context requires. Any reference to statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned.

G. **HEADINGS.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Participation Agreement.

H. **RECITALS.** The paragraphs outlined in the Recitals above are true and correct and made a part of this Participation Agreement.

I. **NOTICES.** Notices, consents, and approvals, which any party shall be required or shall desire to make or give under this Participation Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

County:	Participant:
County of Volusia ATTN: County Manager	Volusia Sheriff's Office ATTN: Sheriff Michael Chitwood

123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613 With Copies to: County of Volusia ATTN: County Attorney 123 West Indiana Avenue, Room 301 DeLand, Florida 32720-4613 Daytona International Airport ATTN – Airport Director 700 Catalina Drive, Suite 300 Daytona Beach, Florida 32114	123 West Indiana Avenue DeLand, Florida 32720-4613 With Copies to: Volusia Sheriff’s Office ATTN: LEGAL ADVISOR 123 West Indiana Avenue DeLand, Florida 32720-4613
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IN WITNESS WHEREOF, the parties hereto have executed this PARTICIPATION AGREEMENT FOR LAW ENFORCEMENT SERVICES AT DAYTONA INTERNATIONAL AIRPORT AND OTHER SERVICES between the Sheriff and the County of Volusia as set forth below.

VOLUSIA SHERIFF’S OFFICE

**COUNTY OF VOLUSIA,
FLORIDA**

By: _____
Sheriff Michael J. Chitwood

By: _____
Ed Kelley
County Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

[Printed name and title]

By: _____
George Recktenwald
County Manager

EXHIBIT A
AIRPORT LAW ENFORCEMENT SERVICES

In addition to the duties set forth in the Participation Agreement, deputies assigned to the Airport shall perform, complete, or provide the following duties or services during the course of their assignment to the Airport.

1. **Training.** The Sheriff and Airport Security Coordinator shall develop, maintain, and document a law enforcement training program for VSO personnel assigned to the Airport to insure all law enforcement officers are familiar with, including, but not limited to, the Airport Security Plan, Airport Certification Manual, FAA regulations, TSA regulations, and the Airport and its operations overall.
2. **Opening and Closing Terminal.** Law enforcement officers shall sweep and secure the terminal building, sterile areas, and public access areas daily by, including, but not limited to, ensuring all members of the public are cleared from the terminal no more than 30 minutes after the last commercial flight for the day; sweeping all areas, public and sterile, for unattended bags, unauthorized items, or personnel; sweeping all restrooms; and securing all terminal building, concourse, and jet bridge access entry points.
3. **Responding to TSA Checkpoints.** Law enforcement officers shall respond to a TSA screening area / security checkpoint in less than five (5) minutes of a call per the Airport Security Plan.
4. **Guarding TSA Exit Lanes.** Law enforcement officers shall be posted at the TSA exit lane / exit point afterhours when the TSA check point is closed and passengers or non-airport badged persons are present within the Sterile Area. Law enforcement officers shall maintain and monitor the exit point to ensure no unauthorized person enters through or attempts to enter through the Sterile Area exit point after hours when the TSA check point is closed. Law enforcement officers shall monitor and maintain this post to begin when TSA closes the exit lane and passengers and/or non-airport badged persons are present within the Sterile Area or until all passengers and/or non-airport badged persons have exited the Sterile Area and all access points have been secured. During any period of time when any non-Airport badged person is present in the Sterile Area, law enforcement officers shall maintain the post until such time as TSA agents open the check point and relieve the law enforcement officer; or when a TSA agent assumes the duties and responsibilities of monitoring the exit point.
5. **Reviewing Security Cameras.** Law enforcement officers shall be familiar with and able to review the Airport's Security and CCTV system. Airport will provide training to deputies assigned to the Airport.
6. **Checking Credentials.** Law enforcement officers shall assist TSA with confirming credentials presented at any TSA exit lane.
7. **Operating Vehicles on Airport Property.** Law enforcement officers assigned to the Airport shall obtain and maintain an Airfield Driving Certification for operating a vehicle inside the

movement area of the Airport, including, the runways and taxiways.

8. **Patrolling Property and Perimeters.** Law enforcement officers shall conduct frequent patrols of the Airport property throughout the day and night. Said patrols shall include interior areas of the Airport, including, the passenger terminal facilities, public areas, and baggage claim areas. Additionally, law enforcement officers shall conduct a minimum of 4 airport perimeter patrols per day (24 hour period), including, but not limited to, checking all tenant ramps; checking all parcels adjacent to Airport property; and patrolling the perimeter fence lines. When patrolling the fence line, at least 2 patrols shall be conducted inside the fence and 2 patrols conducted outside the fence each day. Airport will provide a map as a reference for conducting patrols.
9. **Patrolling Baggage Claim** Law enforcement officers shall conduct regular patrols and sweeps of the baggage claim areas throughout their shift. Law enforcement officers shall be present and monitor baggage claim areas while baggage belts are operating or the baggage belt doors are open.
10. **Enforcing Traffic.** Law enforcement officers shall enforce all traffic laws and regulations by performing routine patrols of the airport curbsides, especially during times of increased traffic. Additionally, law enforcement officers shall assist curbside and Airport personnel with keeping vehicle traffic moving to prevent unauthorized parking along the terminal curbside areas, including, ensuring that vehicles do not park along the terminal curbside.
11. **Responding to Door Alarms.** Law enforcement officers shall respond to door alarms and investigate the cause of any unsecured doors or gates.
12. **Assisting with Medical Emergencies.** Law enforcement officers shall respond to and assist with all medical emergencies on Airport property and coordinate with EMS responding to the Airport.
13. **Liaison with Daytona Beach Police Department.** The Sheriff shall designate a deputy assigned to the Airport to act as a liaison with the Daytona Beach Police Department to coordinate regarding law enforcement matters related to the Airport. The Sheriff shall advise the Airport Security Coordinator of any incidents or activities involving the Daytona Beach Police Department which may impact Airport operations.
14. **Maintaining Daily Logs.** Sheriff shall maintain a daily airport activity log and security incident reports in the Airport's daily activity database of all law enforcement activity at the Airport, including, both routine activities and non-routine activities. Entries in to the Airport daily activity database by the Sheriff shall exclude any personal identifying information related to criminal investigations or medical assistance.
15. **Monthly Reports.** Sheriff or his designee shall provide the Airport with monthly reports of law enforcement responses or activity on Airport property. The Airport shall provide the

Sheriff or his designee with a template for said monthly reports.

16. **Credentials.** The Sheriff shall designate a VSO deputy to be responsible for all airport badges issued to VSO personnel, including, for issuing badges, recovering badges, renewing badges, audits, assigning of access levels, and notifying the Airport Badging Office of the status of all badges. The Sheriff shall be responsible for ensuring all Airport issued keys, badges, or access media issued to deputies by the Airport must be returned within five (5) business days of the badge's expiration date or upon termination of Airport access privileges. The Sheriff agrees to notify the Airport Security Office immediately in the event any Airport issued keys, badges, or access media issued to a deputy is lost, stolen, or otherwise unaccounted for. The Sheriff agrees to pay all fines and/or assume all financial responsibility for any lost, stolen, or otherwise unaccounted for keys, badges, or access media issued to deputies by the Airport as described in the Airport Security Plan.
17. **Reviewing Airport Security Plan.** Sheriff or his designee shall participate in the annual review of the Airport Security Plan and provide recommendations to the Airport security coordinator.
18. **Airport Violations and Fines.** The Sheriff agrees to take full financial responsibility for any violations assessed against the Airport by TSA, FAA, or other outside regulatory agencies due to security violations caused by Sheriff operating at the Airport. The Sheriff agrees to take immediate corrective action to correct and/or mitigate any activity or actions of deputies which constitutes a violation to the Airport's Security Plan, Airport Certification Manual and the provisions described in this Participation Agreement.

EXHIBIT B – DBIA SHERIFF SERVICES WORKSHEET

VOLUSIA SHERIFF’S OFFICE
BUDGET FOR AIRPORT SERVICES
FISCAL YEAR 2021

	<u>ANNUAL EXPENSES</u>	<u>9 MONTH PERIOD OF AGREEMENT</u>
<u>PERSONNEL SERVICES</u>		
Staffing – Headcount LEO	9	9
Salaries and Wages	\$532,092	\$399,069
Overtime	\$285,696	\$214,272
FICA	\$40,942	\$30,707
Retirement	\$130,665	\$97,999
Group Insurance	\$81,000	\$60,750
Dental Insurance	\$3,042	\$2,282
Life Insurance	\$6,175	\$4,631
Total Personnel Services	<u>\$1,079,612</u>	<u>\$809,710</u>
<u>OPERATING EXPENSES</u>		
Maintenance of Equipment	\$2,500	\$1,875
Training	\$3,827	\$2,870
Liability Insurance	\$9,405	\$7,054
Vehicle Maintenance and Fuel	\$8,000	\$6,000
Clothing and Work wear	\$2,000	\$1,500
Tools and Implements	\$1,000	\$750
Airport	\$2,295	\$1,721
Total Operating Expenses	<u>\$29,027</u>	<u>\$21,770</u>
<u>INDIRECT COSTS</u>		
Sheriff’s Administration	\$89,040	\$66,780
Total Indirect Costs	<u>\$89,040</u>	<u>\$92,521</u>
<u>CAPITAL OUTLAY</u>		
Vehicle Replacement Costs	\$6,545	\$4,909
Total Capital Outlay	<u>\$6,545</u>	<u>\$4,909</u>
TOTAL BUDGET	\$1,204,224	\$928,910

*Participation Agreement for Law Enforcement Services at the Daytona International Airport
Between the Volusia Sheriff’s Office and County of Volusia*

