




Date: 11/17/2020		AGENDA ITEM		Item: 04	
<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: Participation Agreements for the office of the Sheriff					
Suzanne Konchan Director Leadership  Department Approval				Legal Sebrina Slack Assistant County Attorney Approved as to Form and Legality	
Suzanne Konchan Director Leadership  Division Approval				County Manager's Office Ryan Ossowski Chief Financial Officer 	
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:					
Attached are participation agreements that implement the memorandum of agreement with the Sheriff reflecting his status as a county constitutional officer on January 5, 2021. The participation agreements are organized by subject area:					
1. Facilities 2. Financial and IT 3. Fleet 4. Dispatch 5. Employee Benefits; and 6. Self Insurance program					
Recommended Motion: Approval					

**PARTICIPATION AGREEMENT FOR
FACILITIES MAINTENANCE AND SERVICES**

THIS PARTICIPATION AGREEMENT FOR FACILITIES MAINTENANCE AND 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 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 an independent 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, 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 a facilities maintenance and services agreement for the mutual benefit of each and to provide for the payment of contribution amounts necessary to achieve and preserve adequate levels of funding and reserve balances to budget and appropriate the costs incurred under such agreement; 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. RETENTION FOR SERVICES AND FACILITIES.

A. SERVICES GOAL. Volusia County Facilities Management (“Facilities Management”) currently provides facilities management services to the Sheriff as a county charter officer. Facilities Management is committed to providing the same high level of service to the Sheriff as an independent constitutional officer. Facilities Management is committed to providing safe, secure, accessible, well-maintained, economical, and environmentally friendly county facilities that meet the needs of the Sheriff and expectations of our citizens.

B. RETENTION. Sheriff retains Facilities Management to provide all management, personnel, materials, supplies, and equipment necessary to manage, operate, and provide services to maintain the facilities of the Sheriff as provided for in this Participation Agreement. Facilities Management agrees to provide the services set forth in this Participation Agreement.

C. FACILITIES LOCATIONS. Facilities Management shall perform the agreed upon services set forth in this Participation Agreement at the twenty (20) facilities occupied by the Sheriff which are currently located at:

1. Facilities located in County owned premises:
 - a) Sheriff’s Principal Office – 123 West Indiana Avenue, DeLand;
 - b) Sheriff’s Operations – 1330 Indian Lake Road, Daytona Beach;
 - c) Sheriff’s Training – 3901 Tiger Bay Road, Daytona Beach;
 - d) Sheriff’s Vehicle Barn – 3899 Tiger Bay Road, Daytona Beach;
 - e) Sheriff’s Support Staff – 2564 West Highway 44, DeLand;
 - f) Sheriff’s Evidence – 3887 Tiger Bay Road, Daytona Beach;
 - g) Sheriff’s Information Technology – 59 Keyton Road, Daytona Beach;
 - h) Sheriff’s Communications – 3825 Tiger Bay Road, Daytona Beach;
 - i) Sheriff’s Civil – 442 South Beach Street, Daytona Beach;
 - j) Sheriff’s District 5 – 101-103 Canal Street, New Smyrna Beach;
 - k) Sheriff’s EVOC – Fair Street, DeLand;
 - l) Sheriff’s Judicial Services – Justice Center – 251 N. Ridgewood Avenue, Daytona Beach;
 - m) Sheriff’s Judicial Services – Courthouse Annex – 125 E. Orange Avenue, Daytona Beach; and
 - n) Sheriff’s Judicial Services – Volusia County Courthouse – 101 N.

Alabama Avenue, DeLand.

2. Facilities located in County leased premises:
 - a) Sheriff's District 2 – 1706 S. Woodland Boulevard, DeLand;
 - b) Sheriff's District 3 – 1435 US Highway 1, Suite D3, Ormond Beach;
 - c) Sheriff's Aviation Hangar – 951 Singleton Drive, DeLand; and
 - d) Sheriff's Field Office – Address Confidential.
3. Facilities located in municipality owned premises:
 - a) Sheriff's District 4 – 1690 Providence Boulevard, Deltona; and
 - b) Sheriff's District 6 – 79 South Charles Beall Boulevard, DeBary.

(Collectively, "SO Facilities"). In accordance with applicable state laws, SO Facilities may be changed by the County Council.

D. FACILITIES COSTS.

1. **Primary Office.** In accordance with Article VIII, section 1(k) of the Florida Constitution, the County will provide necessary office space to the Sheriff for a principal office and to locate permanent records of the Sheriff in the county seat, without charge, including utilities. Sheriff's principal office will continue to be located in the County's Thomas C. Kelly Administration Building located at 123 West Indiana Avenue, DeLand. ("SO Principal Office").
2. **Branch Offices.** In accordance with Article VIII, section 1(k) of the Florida Constitution, the Sheriff may conduct county business from branch offices located outside of the county seat, if approved by resolution of the Council. The County will provide the branch offices to the Sheriff enumerated in Paragraph C(1)(b-n), Paragraph C(2)(a-d), and Paragraph C(3)(a-b). ("SO Branch Offices").
3. **Costs of County-owned Branch Offices.** For all County-owned branch offices, the County will be responsible for costs associated with any County-owned branch offices 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 Council.
4. **Costs of County-leased Branch Offices.** For all County-leased branch offices, the County will be responsible for costs associated with any County-leased branch offices through the current term of the lease only 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 Council.

5. **Future Branch Office Leases.** As part of the provision of Facilities Services in this Participation Agreement, the County Manager or his 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 premises by the Sheriff for branch offices or other allowable uses.

6. **Equipping and Maintaining SO Facilities.** The Sheriff shall be responsible for the actual costs of equipping and maintaining the SO Facilities and shall account for said expenses in his budget.

E. **BUDGETING FOR SERVICES.** Since the Sheriff is responsible for all costs associated with maintaining and equipping the SO Facilities, Facilities Management will assist the Sheriff to budget for these costs by providing timely and accurate cost estimates for the services provided under this Participation Agreement.

II. FACILITIES SERVICES.

A. **AUTHORITY.** Sheriff retains Facilities Management, subject to the terms and conditions set forth in this Participation Agreement, to manage and maintain the SO Facilities. Sheriff delegates to Facilities Management the discretion and authority to determine, implement, and take actions, in the exercise of its expertise in managing and operating local government facilities, to manage said SO Facilities.

B. **COUNTY RESPONSIBILITIES.** Facilities Management agrees to provide the Sheriff with facilities management services for the SO Facilities.

1. **Contract Management.** For the facilities management services provided to the Sheriff via a third-party contract, Facilities Management shall manage such contracts, by including, but not limited to:

- a) Developing and defining scope of work;
- b) Assisting with bid process;
- c) Monitoring performance and compliance by contracting parties;
- d) Processing invoice or contract payments;
- e) Implementing any change work orders;
- f) Processing close out and warranty issues under contracts; and
- g) Consulting with Sheriff regarding scope of work, if appropriate.

2. **Maintenance Services.** Facilities Management will provide maintenance services to the SO Facilities as follows:

a) At SO Facilities which are County-owned, Facilities Management will provide for the general upkeep, repair, and preventative maintenance at the these facilities.

b) At SO Facilities which are leased, Facilities Management will coordinate with Lessor for repairs to floor coverings, interior partitions, interior doors, interior side of demising walls, minor plumbing, minor electrical, HVAC troubleshooting, and electronic, fiber, phone, or data cabling related to equipment installed or for the exclusive use of the Sheriff. Facilities Management will coordinate Lessor responsibility maintenance or repairs with the Lessor and serve as the point of contact for any such maintenance or repairs.

c) At SO Facilities which are municipality owned, all maintenance and repairs of the premises are the responsibility of the municipality which owns the facility.

3. **Janitorial Services.** Facilities Management will provide janitorial services to the SO Facilities as follows:

a) The janitorial services to be provided to the Sheriff at SO Facilities shall be complete building cleanings three (3) times per week to be performed after office hours. A complete building cleaning is understood to include the following janitorial services: sweeping, mopping, vacuuming, dusting, wipe down of common areas, wipe down of high touch surfaces, emptying of trash cans, and cleaning and restocking restrooms. Any janitorial services in excess of normal services provided may be requested by the Sheriff by processing a work order in the County work order tracking system.

b) For Fiscal Year 2021, Facilities Management will provide janitorial services to the Sheriff through a third party contract with AJI Services at the following rates for each location. Said service charge shall be invoiced to the Sheriff on a quarterly basis.

- (1) \$2,691.00 per month - Sheriff's Principal Office – 123 West Indiana Avenue, DeLand;
- (2) \$1,600.50 per month Sheriff's Operations – 1330 Indian Lake Road, Daytona Beach;
- (3) \$1,570.65 per month Sheriff's Training – 3901 Tiger Bay Road, Daytona Beach;
- (4) \$159.62 per month Sheriff's Vehicle Barn – 3899 Tiger Bay Road, Daytona Beach;

- (5) \$688.22 per month Sheriff's Support Staff – 2564 West Highway 44, DeLand;
- (6) \$3,920.00 per month Sheriff's Evidence – 3887 Tiger Bay Road, Daytona Beach;
- (7) \$387.20 per month Sheriff's Information Technology – 59 Keyton Road, Daytona Beach;
- (8) \$2,402.73 per month Sheriff's Communications – 3825 Tiger Bay Road, Daytona Beach;
- (9) \$253.00 per month Sheriff's Civil – 442 South Beach Street, Daytona Beach;
- (10) \$250.80 per month Sheriff's District 5 – 101-103 Canal Street, New Smyrna Beach;
- (11) \$707.54 per month Sheriff's Judicial Services – Justice Center – 251 N. Ridgewood Avenue, Daytona Beach;
- (12) \$302.69 per month Sheriff's Judicial Services – Courthouse Annex – 125 E. Orange Avenue, Daytona Beach; and
- (13) \$1,056.74 per month Sheriff's Judicial Services – Volusia County Courthouse – 101 N. Alabama Avenue, DeLand.
- (14) \$696.88 per month Sheriff's District 2 – 1706 S. Woodland Boulevard, DeLand;
- (15) \$540.98 per month Sheriff's District 3 – 1435 US Highway 1, Suite D3, Ormond Beach;
- (16) \$748.25 per month Sheriff's Aviation Hangar – 951 Singleton Drive, DeLand;
- (17) \$803.82 per month Sheriff's District 4 – 1690 Providence Boulevard, Deltona; and
- (18) \$624.96 per month Sheriff's District 6 – 79 S. Charles Beall Boulevard, DeBary.

c) The County will take reasonable efforts to annually contract for and provide janitorial services; however, the County cannot guarantee that the cost of said services will not change during a fiscal year. If during a fiscal year the costs to provide janitorial services changes, the County will advise the Sheriff of the change in cost thirty (30) days prior to the next scheduled invoice.

d) During the budgeting process for each fiscal year, Facilities Management shall notify the Sheriff in writing of any changes to the janitorial service charges.

4. **Flooring Replacement.** County-owned SO Facilities are currently included in the County's flooring replacement schedule and will be replaced in accordance with the flooring's lifecycle.

a) Sheriff shall notify Facilities Management in writing of any requested flooring replacement requests due to normal wear and tear or unexpected damage through a work order in the County work order tracking system.

b) Flooring replacement on a large scale due to lifecycle expiration will be coordinated between the Sheriff and Facilities Management.

c) The cost of flooring replacement due to lifecycle expiration shall be a cost of the Sheriff and shall be budgeted for in advance of the fiscal year in which the flooring replacement occurs. The cost of flooring replacement for any reason, including, normal wear and tear, accident, or negligence, shall be a cost of the Sheriff and shall be invoiced to the Sheriff, along with the costs of labor.

d) Facilities Management shall coordinate with the Sheriff for any flooring replacement or repair work.

5. **Pest Control.** Facilities Management shall provide pest control services to the SO Facilities.

a) Pest control services to be provided to the Sheriff at SO Facilities shall be routine spraying typically on a monthly schedule. Any pest control services in excess of routine services provided may be requested by the Sheriff by processing a work order in the County work order tracking system.

b) For Fiscal Year 2021, Facilities Management will provide pest control services to the Sheriff through a third party contract at no charge at the following locations.

- (1) Sheriff's Principal Office – 123 West Indiana Avenue, DeLand;
- (2) Sheriff's Judicial Services – Justice Center – 251 N. Ridgewood Avenue, Daytona Beach;
- (3) Sheriff's Judicial Services – Courthouse Annex – 125 E. Orange Avenue, Daytona Beach; and
- (4) Sheriff's Judicial Services – Volusia County Courthouse – 101 N.

Alabama Avenue, DeLand.

(5) Sheriff's District 4 – 1690 Providence Boulevard, Deltona; and

(6) Sheriff's District 6 – 79 S. Charles Beall Boulevard, DeBary.

c) For Fiscal Year 2021, Facilities Management will provide pest control services to the Sheriff through a third party contract for the total annual cost of \$1,920.00 at the following locations and will invoice the Sheriff quarterly.

(1) \$240.00 per year - Sheriff's Operations and Law Enforcement– 1330 Indian Lake Road, Daytona Beach;

(2) \$120.00 per year - Sheriff's Training – 3901 Tiger Bay Road, Daytona Beach;

(3) \$120.00 per year - Sheriff's Support Staff – 2564 West Highway 44, DeLand;

(4) \$ 660.00 per year - Sheriff's Evidence – 3887 Tiger Bay Road, Daytona Beach;

(5) \$ 60.00 - per month Sheriff's Information Technology – 59 Keyton Road, Daytona Beach;

(6) \$ 360.00 per year - Sheriff's Communications – 3825 Tiger Bay Road, Daytona Beach;

(7) \$ 60.00 per year - Sheriff's Civil – 442 South Beach Street, Daytona Beach;

(8) \$ 60.00 per year - Sheriff's District 5 – 101-103 Canal Street, New Smyrna Beach;

(9) \$ 60.00 per year - Sheriff's District 2 – 1706 S. Woodland Boulevard, DeLand;

(10) \$ 60.00 per year - Sheriff's District 3 – 1435 US Highway 1, Suite D3, Ormond Beach;

(11) \$ 120.00 per year - Sheriff's Aviation Hangar – 951 Singleton Drive, DeLand;

d) The County will take reasonable efforts to annually contract for and provide pest control services; however, the County cannot guarantee that the cost of said services will not change during a fiscal year. If during a fiscal year the costs to provide pest control services changes, the County will advise the Sheriff of the change in cost thirty (30) days prior to the next scheduled invoice. Sheriff agrees to pay any reasonable increased costs for pest control services.

e) During the budgeting process for each fiscal year, Facilities Management shall notify the Sheriff in writing of any changes to the pest control service charges.

6. **Window Cleaning / Pressure Washing.** Facilities Management shall provide window cleaning and pressure washing services to the SO Facilities as follows.

a) Facilities Management shall provide to the Sheriff at SO Facilities window cleaning and pressure washing services. Window cleaning and pressure washing services are scheduled for routine cleanings at the discretion of Facilities Management. Any additional window cleaning or pressure washing services must be requested by the Sheriff by processing a work order in the County work order tracking system.

b) Facilities Management will provide routine window cleaning services to the Sheriff through a third party contract on an as needed basis. Routine window cleaning and pressure washing services at County-owned facilities will be performed by Facilities Management at no charge to the Sheriff. For leased facilities, the cost of window cleaning and pressure washing services shall be a cost of the Sheriff and shall be invoiced to the Sheriff, along with the costs of labor. Facilities Management will not provide window cleaning or pressure washing services at any municipality owned SO Facilities.

c) If additional pressure washing services or window cleaning services are requested for any SO Facilities (excluding municipality owned facilities), Facilities Management shall provide the Sheriff a quote for the cost of the additional services requested. Upon approval of the quote by the Sheriff, Facilities Management shall provide the additional services and invoice the Sheriff for the costs of said services.

d) During the budgeting process for each fiscal year, Facilities Management shall notify the Sheriff in writing of any changes to the window cleaning or pressure washing service charges.

7. **Printers and Copiers.** Facilities Management shall provide printer and copier services to SO Facilities.

a) Facilities Management contracts with a third party to provide printer and copier services to the Sheriff at SO Facilities. Facilities Management will continue to provide the Sheriff with copiers and printers. Facilities Management shall continue to serve as the intermediary between the vendor and the Sheriff. Sheriff shall be provided direct contact information for the vendor to conduct routine service or repair service requests.

b) For Fiscal Year 2021, Facilities Management will provide printer and copier services to the Sheriff through a third party vendor at the rate of \$0.034799 per color print/copy and \$0.018799 per black and white print/copy. Facilities Management shall invoice the Sheriff quarterly for all printing / copying charges.

c) The County will take reasonable efforts to annually contract for and provide printer and copier services; however, the County cannot guarantee that the cost of said services will not change during a fiscal year. If during a fiscal year the costs to provide printer and copier services changes, the County will advise the Sheriff of the change in cost thirty (30) days prior to the next scheduled invoice. Sheriff agrees to pay any reasonable increased costs for printer and copier services.

d) During the budgeting process for each fiscal year, Facilities Management shall notify the Sheriff in writing of any changes to the printer and copier service charges.

e) Sheriff shall notify Facilities Management in writing of any changes he wishes to make to the copiers or printers provided. Facilities Management will work with its third party provider to determine the feasibility and cost of meeting any requests. Sheriff agrees to be responsible for any additional costs associated with meeting any such a request.

8. **Vending Services.** Facilities Management shall provide vending services to the Sheriff.

a) Facilities Management contracts with a third party to provide vending services to the Sheriff at some SO Facilities. Facilities Management shall continue to serve as the intermediary between the vendor and the Sheriff. Sheriff shall be provided direct contact information for the vendor to address any equipment issues.

b) Facilities Management will provide vending services to the Sheriff through a third party vendor at no charge to the Sheriff.

c) During the budgeting process for each fiscal year, Facilities Management shall notify the Sheriff in writing of any changes for vending services.

9. **Security Services.** Facilities Management shall provide security services to the SO Facilities of the Sheriff.

a) Facilities Management contracts with a third party, the Smartwatch Security contract, for security services, including monitoring and duress button services.

b) Facilities Management will provide a yearly cost for monitoring and duress button services to the Sheriff. Facilities Management shall invoice the Sheriff quarterly for security service charges.

c) The County will take reasonable efforts to annually contract for and provide security services; however, the County cannot guarantee that the cost of said services will not change during a fiscal year. If during a fiscal year the costs to provide security services changes, the County will advise the Sheriff of the change in cost thirty (30) days prior to the next scheduled invoice.

d) During the budgeting process for each fiscal year, Facilities Management shall notify the Sheriff in writing of any changes to any security service charges.

C. **SHERIFF RESPONSIBILITIES.** Sheriff agrees to cooperate with Facilities Management in the performance of its duties under this Participation Agreement.

1. **Work Orders.** Sheriff shall notify Facilities Management of any additional work requested related to the maintenance of his SO Facilities by processing a work order via the County's work order tracking software. The parties agree that this is the exclusive method of requesting such additional work.

2. **Issues with Work.** If the Sheriff believes there is an issue with any of the work performed by Facilities Management under this Participation Agreement, the Sheriff shall provide Facilities Management with a written notice describing the issue in detail including the nature of the issue and the dates during which the issue occurred.

3. **Leases.** Sheriff has been provided with a copy of the leases for SO Facilities and agrees to comply with the obligations set forth therein as the organization utilizing the premises. Additionally, the Sheriff agrees to notify Facilities Management, as soon as possible, of any issues affecting the premises.

4. **Payments.** For any costs to be paid by the Sheriff pursuant to this Participation Agreement, the County shall invoice for the costs. Invoices shall be due upon receipt, unless provided otherwise.

5. **Non- Interference.** It is expressly understood and agreed that so long as this Participation Agreement is in force and effect, the Sheriff shall not interfere with Facilities Management in the day-to-day operations of SO Facilities and shall at no time give or communicate orders or instructions to employees or sub-contractors of the County or Facilities Management as to how to perform their work at SO Facilities. It is expressly understood and agreed that the SO

Facilities have areas where sensitive, confidential, or secure information or items are kept which should not be accessed by Facilities Management, its employees, or sub-contractors without the permission or supervision of the Sheriff. Facilities Management and Sheriff will coordinate to identify such areas of concern prior to Facilities Management accessing SO Facilities to perform work. Sheriff reserves the right to remove any Facilities Management employee or subcontractor who is working in an area of the SO Facilities where sensitive, confidential, or secure information is located.

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 the MOA or 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 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.

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 by written notice as provided herein.

C. **NOTICE OF TERMINATION.** The Sheriff shall continue to utilize and/or participate in the services and programs 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 provide to the Sheriff the services and programs 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. **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 the 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:

County: County of Volusia ATTN: County Manager 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	Participant: Volusia Sheriff's Office ATTN: Sheriff Michael Chitwood 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 FACILITIES MANAGEMENT between the Sheriff and the County of Volusia as set forth below.

VOLUSIA SHERIFF'S OFFICE

**COUNTY OF VOLUSIA,
FLORIDA**

By: _____
Sheriff Michael Chitwood

By: _____
Ed Kelley
County Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

[Printed name and title]

By: _____
George Recktenwald
County Manager

**PARTICIPATION AGREEMENT FOR
FINANCIAL PROCESSES**

THIS PARTICIPATION AGREEMENT FOR FINANCIAL PROCESSES (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 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 an independent 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”) on June 16, 2020, in support of the transition of the Sheriff from a county charter officer to a county constitutional officer;

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 Florida Statute section 163.01;

WHEREAS, the County and Sheriff desire to participate in this Participation Agreement to provide for the orderly transition of financial matters, including, but not limited to, financial processes, account balances, grant administration, and other financial matters; 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. FINANCIAL PROCESSES.

A. DIVISION OF FISCAL YEAR 2021.

1. **Fiscal Year.** The fiscal year 2021 for the County commences on October 1, 2020 and ends on September 30, 2021.

2. **Division of the Fiscal Year.** The Sheriff will transition from a county charter officer to a county constitutional officer on January 5, 2021, which will occur in the fourth month of fiscal year 2021. Therefore, for the purposes of this Agreement, the Sheriff shall be considered a county charter officer for 25% of fiscal year 2021 and a county constitutional officer for 75% of fiscal year 2021.

3. **Budget References.** While the Sheriff is a county charter officer for 25% of fiscal year 2021, the Sheriff's budget shall be referred to for convenience as the "County Officer Budget." After the Sheriff becomes a county constitutional officer for the remaining 75% of fiscal year 2021, the Sheriff's budget shall be referred to for convenience as the "Constitutional Officer Budget."

B. VOLUSIA COUNTY GENERAL FUND FOR FISCAL YEAR 2021.

1. **General Fund Budget.** Prior to January 5, 2021, the County will have approved the general fund (County Fund 001) budget for services provided by the Sheriff under the existing charter government.

2. **Division of the General Fund Budget.** A portion of the total Sheriff's approved fiscal year 2021 general fund budget was appropriated in the existing charter officer budgetary structure by the County Council on October 6, 2020, establishing the amount of the County Officer Budget for the general fund. The remainder of the total Sheriff's approved fiscal year 2021 general fund budget was appropriated by the County to the Sheriff's Constitutional Officer Budget, which will be paid to the new constitutional office of the Sheriff, after reduction for services the Sheriff retains the County to provide.

C. MUNICIPAL SERVICES DISTRICT FUND FOR FISCAL YEAR 2021.

1. **Municipal Services District Fund Budget.** Prior to January 5, 2021, the County will have approved the municipal services district fund (County Fund 120) budget for services provided by the Sheriff under the existing charter government.

2. **Division of Municipal Services Fund Budget.** A portion of the total Sheriff's approved fiscal year 2021 municipal services district fund budget was appropriated in the existing charter officer budgetary structure by the County Council on October 6, 2020, establishing the amount of the County Officer Budget for municipal services district fund. The remainder of the total Sheriff's approved fiscal year 2021 municipal services district fund budget was appropriated by the County to the Sheriff's Constitutional Officer Budget which

will be paid to the new constitutional office of the Sheriff, after reduction for services the Sheriff retains the County to provide.

D. BUDGETED AMOUNT CALCULATION.

1. **Participation Agreement and Budgeted Amount.** Pursuant to the MOA between the Sheriff and the County, the County shall provide specified services to the Sheriff as detailed in the MOA and participation agreements. The “total amount budgeted for the office” as it pertains to payments pursuant to section 30.50(1), Florida Statutes, from the County to the Sheriff shall not include amounts for services provided in accordance with the MOA or any participation agreement between the parties. (“County Service Charges”).

2. **Calculation of Budgeted Amount.** The “total amount budgeted for the office,” upon which payments are made to the Sheriff by the County, shall mean the gross amount of the Council approved budget request for the Sheriff reduced by County Service Charges.

3. **Accounting for County Service Charges.** Any County Service Charges, which are not included in the payments from the County to Sheriff, shall be retained by County to pay for costs of services provided to Sheriff by County under the MOA or a participation agreement. However, notwithstanding the foregoing, the total amount of any County Services Charges shall be attributable to the Sheriff in the County’s budget.

E. DISTRIBUTION OF SHERIFF BUDGET FOR FISCAL YEAR 2021

1. **Initial Payment Request.** This Agreement shall serve as a written request by the Sheriff to the County pursuant to section 30.50(1), Florida Statutes, to pay one-sixth (1/6) of the total appropriated budget, other than equipment, as the Constitutional Officer Budget in January 2021. Said payment shall be payable by the County to the Sheriff on January 5, 2021.

2. **Equipment Payment Request.** This Agreement shall serve as a written request by the Sheriff to the County pursuant to section 30.50(1), Florida Statutes, to pay all amounts budgeted for equipment appropriated in the Constitutional Officer Budget. Said payment shall be payable by the County to the Sheriff on January 5, 2021.

3. **Monthly Payments.** After reduction for the amounts paid to the Sheriff on January 5, 2021, the remaining amount of the Constitutional Officer Budget shall be remitted by the County to the Sheriff in equal installments on the following dates: February 1, 2021; March 1, 2021; April 1, 2021; May 3, 2021; June 1, 2021; July 1, 2021; and August 2, 2021.

4. **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.

F. **RESPONSIBILITY FOR VENDOR PAYMENTS FISCAL YEAR 2021.**

1. **County Officer Budget.** General fund, MSD fund, and E911 fund expenditures for vendor provided goods and services to the Sheriff for fiscal year 2021 that are incurred through January 4, 2021 shall be paid by the County from the Sheriff's County Officer Budget.

2. **Constitutional Officer Budget.** Vendor provided goods and services to the Sheriff for fiscal year 2021 that are incurred on or after January 5, 2021 shall be paid by the Sheriff from the Sheriff's Constitutional Officer Budget.

3. **Run-Out Period.** A "run-out period" shall be established between January 5, 2021 and April 5, 2021. During the run-out period, any vendor provided services that were rendered or goods that were provided to the Sheriff on or before January 4, 2021, attributable to the general fund, MSD fund, E911 fund or any other fund shall continue to be paid by the County from the Sheriff's County Officer Budget.

4. **Deadline for Invoices.** The last date for the Sheriff to present invoices for goods or services rendered or provided prior to January 5, 2021, to the County for payment to any vendor shall be **March 26, 2021**. Any invoices received after the deadline shall not be considered by the County or paid from the Sheriff's County Officer Budget, but shall be paid by the Sheriff from the Constitutional Officer Budget.

G. **PROCUREMENT CARDS.**

1. **Existing Cards.** The County utilizes a procurement card system which is currently used by the Sheriff as a charter officer. The County understands that the Sheriff intends to implement a separate procurement card arrangement with his financial institution after January 5, 2021; however, the financial institution that will provide the procurement card system to the Sheriff will not enter into an agreement with the Sheriff until after January 5, 2021.

2. **Transition Assistance.** The County agrees to assist the Sheriff in transitioning to his own procurement card system. County agrees to provide the Sheriff with County procurement cards for a period not to exceed 120 days after the Effective Date, which is until May 5, 2021.

3. **Transition Cards.** County may set up a separate procurement card account in the name of the County to be utilized by the Sheriff to assist in segregating and identifying procurement card charges made by the Sheriff after January 5, 2021.

4. **Payment.** Any and all purchases made by the Sheriff using a county procurement card after January 4, 2021, shall be invoiced to the Sheriff by the County within fifteen (15) days of the County's receipt of the billing statement from its financial institution. The Sheriff shall reimburse the County for any invoiced amounts no later than twenty (20) days from the date of the County's invoice.

H. **DIVISION OF RESPONSIBILITY FOR PAYROLL.**

1. **Sheriff's Employees.** Pursuant to the Memorandum of Agreement, County employees hired by the Volusia County Sheriff's Office ("Sheriff Employees") shall be County employees until 11:59 p.m., on January 4, 2021. At 12:00 a.m. on January 5, 2021, Sheriff Employees shall become employees of the Sheriff and shall cease to be employees of the County.

2. **County Officer Payroll.** The Sheriff Employees shall be paid by the County from the Sheriff's County Officer Budget through January 4, 2021 for actual time worked as a county employee.

3. **Payroll Split.**

a) **Purpose.** The County and Sheriff desire to minimize the impact of the transition experienced by Sheriff Employees. Absent special provisions, the payroll period of December 26, 2020 through January 8, 2021, would be divided into a ten-day period of December 26, 2020 through January 4, 2021 paid by the County and a four-day period January 5, 2021 through January 8, 2021 paid by the Sheriff. The division of payroll checks in such a manner could have potential adverse effects, including, overtime calculations, tax withholding calculations, and direct deposit allocations.

b) **Transition Payroll.** The Sheriff and County agree that the County shall continue to pay Sheriff Employees until the end of the next regularly scheduled County payroll close date immediately following the Effective Date, which closes on January 8, 2021. This Transition Payroll shall be processed in accordance with the existing County payroll policies and procedures. This Transition Payroll will be allocated by the County between the County Officer Budget and County Constitutional Officer Budget.

c) **Kronos Timekeeping.** To facilitate the Transition Payroll, the Sheriff shall require all Sheriff Employees to utilize the County's Kronos Timekeeping system to record all time worked through the end of the payroll close date, January 8, 2021.

4. **Constitutional Officer Budget.** Beginning on January 9, 2021, the Sheriff Employees shall be paid directly by the Sheriff subject to the rules and

policies of the Sheriff.

I. EMPLOYEE RECEIVABLES OWED TO COUNTY.

1. **Employee Receivables.** Some County employees owe repayment of funds to the County, including, but not limited to, the Employee Computer Purchase Program. These employee receivables are evidenced by agreements between the Employee and the County to repay a certain amount of money through payroll deductions. After January 5, 2021, these County employees will become Sheriff Employees and will no longer be able to repay their receivables via their agreements with the County for payroll deductions.

2. **Transfer Receivables.** County and Sheriff agree that Sheriff shall accept assignments for all County employee receivable agreements from employees who become Sheriff Employees after January 4, 2021.

3. **Assignments.** Prior to January 4, 2021, County will offer to County employees who will become Sheriff Employees the option to pay off any outstanding balances or execute an Employee Receivable Assignment Agreement (“ERAA”) which will assign the receivable to the Sheriff.

4. **Payment of Assignments.** On or before January 6, 2021, the County shall provide the Sheriff a list of all executed ERAs and the related receivable amount for each ERA. Upon receipt of the list, the Sheriff shall pay the County in a lump sum the total face value of all ERAs on or before January 11, 2021.

5. **Tender of Assignments.** Upon receipt of payment from the Sheriff, the County shall deliver to Sheriff all original ERAs executed by Sheriff Employees.

6. **Unassigned Receivables.** If a County employee fails or refuses to sign an assignment of his or her receivable, the County shall deduct any remaining balance from the employee’s last paycheck as a County employee and invoice the employee for any remaining balance owed. The Sheriff shall have no responsibility for any unassigned receivables, even if the employee continues as a Sheriff Employee.

J. RESPONSIBILITY FOR BUDGETARY CARRYOVER FISCAL YEAR 2021.

1. **Budget Carryover.** After final payments of invoices and payroll expenses incurred by the Sheriff are made by the County in accordance with the ‘run out period’ on or before April 5, 2021, any remaining balance of appropriated funds in the County Officer Budget shall be paid to the Sheriff on or before April 30, 2021.

2. **Budget Shortfall.** If there is a negative remaining balance in the County

Officer Budget on April 5, 2021, the Sheriff and the County agree that the County shall reduce the amounts remitted to the Sheriff for the Constitutional Officer Budget distributions scheduled for June 1, 2021; July 1, 2021; and August 2, 2021, by one-third (1/3) of the total amount of the shortfall.

K. DISTRIBUTION OF CONSTITUTIONAL OFFICER BUDGET.

1. **Annual Payment Request.** Beginning in fiscal year 2022 and for each subsequent fiscal year, this Agreement shall serve as a standing written request by the Sheriff to the County pursuant to section 30.50(1), Florida Statutes, to pay one-sixth (1/6) of the total appropriated budget, other than equipment, as the Constitutional Officer Budget in January of each year. Said payment shall be payable by the County to the Sheriff on the first business day of January each fiscal year.

2. **Equipment Payment Request.** Beginning in fiscal year 2022 and for each subsequent fiscal year, this Agreement shall serve as a standing written request by the Sheriff to the County pursuant to section 30.50(1), Florida Statutes, to pay all amounts budgeted for equipment appropriated in the Constitutional Officer Budget. Said payment shall be payable by the County to the Sheriff on the first business day of October each fiscal year.

3. **Monthly Payments.** Beginning in fiscal year 2022 and for each subsequent fiscal year, after reduction for the amounts paid to the Sheriff for equipment on the first business day of October, the remaining amount of the Constitutional Officer Budget shall be remitted by the County to the Sheriff in equal installments of one-twelfth of the remaining amount. Said installment payments shall be paid on the first business day of October, November, December, February, March, April, May, June, July, and August. The months of January and September are not included because both of these installments are paid in January as the one-sixth (1/6) payment required by paragraph K(1) above.

4. **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.

L. MUNICIPAL SERVICES DISTRICT FEES.

1. **Municipal Service District and Fees.** As a matter of equity in taxation, the County has established a Municipal Service District (“MSD”) pursuant to Florida Constitution, Article VII, Section 9(b); section 125.01(1)(q), Florida Statutes, and Volusia Ordinance, Chapter 110, Article IV, Section 110.311, et seq., which includes “municipal-type police patrol service” in the services to be provided in the MSD.

2. **Separate Identification.** When making any distribution of funds to the Sheriff, the County shall separately identify and distinguish amounts paid to the Sheriff for services provided on a countywide basis which shall be paid from the general fund by the County from amounts paid to the Sheriff for services provided to a MSD which shall be paid from the MSD fund by the County. Additionally, when making distributions to the Sheriff, the County shall separately identify and distinguish amounts paid to the Sheriff from any other funds that are separate or distinct from the general fund or the MSD fund.

3. **Required Budget Detail.** Pursuant to section 129.021, Florida Statutes, the Sheriff agrees to provide the County budgetary submissions in sufficient detail to enable the County to satisfy its responsibilities under section 125.01(1), Florida Statutes, which requires that County provide separate identification of budget submissions for general fund services and MSD fund services. The Sheriff agrees upon written request from the County Manager to provide additional detail or clarification for any budgetary submissions related to these requirements and to separately identify and distinguish these amounts.

M. **UNEXPENDED BALANCES.**

1. **Statutory Annual Report.** Pursuant to section 218.36(4), Florida Statutes, in lieu of a report in accordance with section 116.03, Florida Statutes, the Sheriff elects to complete a report in compliance with section 218.16(1), Florida Statutes, to the County on expenses and unexpended balances of the budget no later than October 31 of each year.

2. **Return of Unexpended Balances.** Section 30.50(6), Florida Statutes, provides that all unexpended balances at the end of each fiscal year shall be refunded by the Sheriff to the County and deposited into the county fund or funds from which the payment was originally made.

3. **Required Detail for Unexpended Balances.** When refunding any unexpended balance to the County, the Sheriff shall provide sufficient fund-level information to the County to facilitate compliance with section 30.50(6), Florida Statutes, and insure monies are returned to the appropriate funds.

4. **Payment Method.** The return of any unexpended balances will be made by the Sheriff to the County via check unless the Sheriff has been provided Automated Clearing House (ACH) transfer instructions in writing by the County at least five (5) days before payment is due.

N. **BUDGET DETAIL.**

1. **Required Budget Detail.** To insure compliance with section 30.50(6), Florida Statutes, the Sheriff and County agree that separate tracking of expenditures from each funding source is mandatory. The Sheriff and County agree to cooperate to ensure that monies are properly attributed to a specific

funding source and that all expenditures are properly associated with their funding source.

2. **Sheriff Budget Detail.** The Sheriff agrees that he shall separately track any and all expenditures and associate each to its funding source as identified by the County. The Sheriff agrees upon written request from the County Manager to provide additional detail or clarification for any expenditures related to the requirement to separately identify and associate them with their funding source.

O. **PAYMENTS.**

1. **Late or Deficient Payments.** In the event the County fails to remit a payment or a payment is deficient, the Sheriff shall notify the County immediately of the issue in writing. If the County agrees that the payment is late or deficient, the County shall remit any undisputed amounts within two (2) business days of receiving the written notice from the Sheriff. The County shall not be liable for any additional interest or other amounts on any late or deficient payments.

2. **Excess Payments.** In the event the County over pays any amounts due to the Sheriff, the County shall notify the Sheriff in writing immediately of the issue. If the Sheriff agrees that an overpayment has been made, the parties shall agree whether the amount will be credited to the Sheriff against future payments or repaid to the County.

II. **EMERGENCY 911 (E911) SYSTEM OPERATION AND FUND.**

A. **E911 FUND (County Fund 115).**

1. **E911 Distributions to County.** Pursuant to section 365.173(2), Florida Statutes, the E911 Board distributes monies to the County which must be used exclusively for payment of expenditures and costs of E911 services as set forth in the statute and rules. The County and Sheriff agree and understand that the County shall continue to receive funds distributed by the E911 Board.

2. **E911 Authorized Expenditures.** Section 365.172, Florida Statutes, provides an exclusive list of items that monies paid to the County by the E911 Board may be expended on. County and Sheriff agree that E911 Funds shall only be utilized as authorized by applicable law.

3. **Accounting for E911 Funds.** The County shall maintain a separate accounting fund for the E911 system as required by section 365.173(2), Florida Statutes. (“E911 Fund”).

B. **SHERIFF RETAINED TO PROVIDE E911 SERVICES.**

1. **E911 Agreement.** Pursuant to the Memorandum of Agreement, the

County shall retain and the Sheriff agrees to operate dispatch services in Volusia County, including E911 services. The details of this agreement are set forth in a separate participation agreement.

2. **E911 Funding to Sheriff.** Expenditures incurred by the Sheriff related to the provision of E911 services shall be paid by the County from its E911 Fund, so long as the expenditures claimed by the Sheriff are permitted by applicable law.

C. **BUDGET DETAIL.**

1. **Required Budget Detail.** To insure compliance with section 365.172(10), Florida Statutes, the Sheriff and County agree that separate tracking of expenditures related to E911 services is mandatory. The Sheriff and County agree to cooperate to ensure that monies are properly attributed to this specific funding source and that all expenditures are properly associated with this funding source.

2. **Separate Accounting.** Beginning in fiscal year 2022 and for each subsequent fiscal year, Sheriff agrees to establish and utilize a separate accounting fund which shall solely account for receipts of E911 fund monies from the County and expenditures of E911 fund monies made in compliance with the applicable statute and rules.

3. **Sheriff Budget Detail.** The Sheriff agrees that he shall separately track any and all expenditures and associate each appropriate item for E911 services. The Sheriff agrees upon written request from the County Manager to provide additional detail or clarification for any expenditures related to the requirement to separately identify and associate them with this funding source.

4. **County Funding.** The County shall utilize the information submitted by the Sheriff in its budget submittals to determine appropriations from the E911 fund during preparation of each annual budget.

D. **E-911 FUND FOR FISCAL YEAR 2021.**

1. **General Fund.** Prior to January 5, 2021, the County will have approved the E911 fund (E911 Fund 115) budget for E911 services provided by the Sheriff under the existing charter government.

2. **Division of the E911 Fund.** A portion of the total Sheriff's approved fiscal year 2021 E911 fund budget was appropriated in the existing charter officer budgetary structure by the County Council on October 6, 2020, establishing the amount of the County Officer E911 Budget. The remainder of the total Sheriff's approved fiscal year 2021 E911 fund budget was appropriated by the County as a transfer to the new constitutional office of the Sheriff, establishing the "Constitutional Officer E911 Budget."

3. **General Conditions.** The provisions for the division of responsibility for vendor payments, payroll, and budgetary carryovers as applied to the general fund and MSD fund described in Section I, paragraphs F, H, and J above shall also apply to the E911 fund for fiscal year 2021.

E. **E911 FUND DISTRIBUTION OF SHERIFF BUDGET.**

1. **E911 Distributions.** Distributions from the County from the E911 fund shall be separately identified from any other monies remitted by the County to the Sheriff to allow for proper accounting of the E911 funds.

2. **Fiscal Year 2021.** For fiscal year 2021, the Constitutional Officer E911 Budget shall be distributed to the Sheriff separately from other distributions in this Agreement in equal one-ninth (1/9) installments commencing on January 5, 2021 and continuing on the first business day of each month thereafter.

3. **Subsequent Fiscal Years.** Beginning in fiscal year 2022 and every year thereafter, the appropriations from the approved E911 Budget shall be paid separately from other distributions in this Agreement by the County to the Sheriff in equal one-twelfth (1/12) installments on the first business day of each month.

4. **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.

F. **ANNUAL RECONCILIATION AND REPORTING TO E911 BOARD.**

1. **Annual Reconciliation.** Commencing with the 2021 fiscal year, the Sheriff shall provide to the County an annual reconciliation for any and all E911 fund remittances and all E911 expenditures. Said annual reconciliation shall be provided to the County concurrently with the remittance of excess fees pursuant to section 30.50(6), Florida Statutes.

2. **Excess Monies.** On the same date as submitting his reconciliation, the Sheriff shall refund any excess or unused E911 funds, if any, to the County. Said refund of excess E911 funds shall be made separately and specifically identified as excess E911 funds.

3. **Report to E911 Board.** The Sheriff shall provide to the County any information or supporting documentation needed to complete the annual report to the E911 Board, including, Form 6A and 6B, and any other information or supporting details as required by the E911 Board. The County shall request the necessary information each year and the Sheriff shall provide the information within thirty (30) days of receiving the County's request. The Sheriff agrees upon written request from the County to provide additional detail or clarification

for any expenditures related to E911 funding or expenditures.

III. E911 STATE GRANTS.

A. E911 COUNTY GRANTS AND APPLICATIONS.

1. **E911 State Grants.** Pursuant to section 365.172(6)(a)(3)b., Florida Statutes, and Rule 60FF1-5.003, Florida Administrative Code, only the County is eligible to apply for E911 grants from the State.

2. **Grant Applications.** The Sheriff and County may agree to collaborate for the purposes of seeking an E911 grant from the State. Either the County or the Sheriff may recommend to the other any E911 grant that may be necessary or beneficial to the E911 system or its operations. If the Sheriff recommends the grant, the Sheriff shall provide to the County the information and application forms necessary to submit to the E911 Grant. After staff review, acceptance, and approval by the Council, the County will submit the E911 Grant application to the E911 Board.

B. E911 GRANT PURCHASING RULES.

1. **Rule.** Pursuant to Rule 60FF1-5.003(3)(b), Florida Administrative Code, any procurement using E911 Grant funds shall be based on the County's purchasing requirements.

2. **Purchasing.** For any E911 Grants awarded to the County by the E911 Board, the County's purchasing division shall be the sole agency utilized to procure any goods or services necessary to meet the E911 Grant program, specifications, or deliverables.

C. E911 EXPENDITURES AND RECEIPTS; SEPARATE FUND.

1. **E911 Grant Separate Fund.** The County shall continue to utilize a separate accounting fund for any E911 Grant funds ("E911 State Grant Fund") which is required by Rule 60FF1-5.003(3)(k), Florida Administrative Code.

2. **E911 Grant Expenditures.** As the agency responsible for procurement, the County shall be responsible for payment of any expenditures for procured goods or services related to any E911 Grant fund.

3. **E911 Grant Receipts.** As the agency responsible for payment, the County shall receive any and all E911 Grant funds or reimbursement revenues.

D. IMPLEMENTATION OF E911 GRANTS.

1. **Implementation and Administration.** For any E911 Grant recommended by the Sheriff which is awarded to the County by the E911 Board, the Sheriff shall be the lead agency for implementing and administering the grant on behalf of the County. For any E911 Grant recommended by the County which is awarded to the County by the E911 Board, the County shall be the lead

agency for implementing and administering the grant, unless specifically agreed by the parties.

2. **Responsibilities.** Implementation and administration of E911 Grants shall include, but not be limited to, coordination of procurement actions necessary to implement the grant, oversight, and monitoring of procured contractors to ensure successful installation and implementation of any equipment or services, preparation of any reports required by the grant, and preparation of any required draw down or reimbursement requests.

3. **Sheriff Requests.** Any reports, draw down, or reimbursement requests required by the grant prepared by the Sheriff shall be submitted to the County for review and approval before any such documents are submitted to the grantor.

E. **PENDING APPLICATION ON EFFECTIVE DATE.**

1. **Effective Date.** On January 5, 2021, the Sheriff shall become an independent constitutional officer and cease being a county department officer.

2. **Pending E911 Grant Applications.** Any pending or open E911 Grant application as of the Effective Date shall be handled in accordance with this Agreement.

IV. **FLORIDA CONTRABAND FORFEITURE ACT FUND.**

A. **RESPONSIBILITY AND APPROPRIATIONS OF FUND.**

1. **The Fund. (County Fund 170).** The Florida Contraband Forfeiture Act (“FCFA”), authorizes law enforcement to seize contraband and provides procedures for forfeiture of contraband that was used in violation of section 932.702, Florida Statutes. The proceeds of a forfeiture proceeding must be deposited into a special law enforcement trust fund established by the Council pursuant to section 932.7055(5), Florida Statutes.

2. **Custodian of Funds.** The County and the Sheriff mutually agree and acknowledge that the County shall remain the custodian of funds awarded pursuant to section 932.7055(5), Florida Statutes.

3. **Use of Funds.** Appropriations and use of funds awarded pursuant to the FCFA shall be governed by section 932.7055(5), Florida Statutes, as amended, with the County acting as the custodian of said funds.

B. **FIDUCIARY FOR PRE-AWARD FUNDS.**

1. **Fiduciary Duty.** Prior to a court order directing disposition of forfeited money or currency, the seizing law enforcement agency has a fiduciary duty to protect such money or currency until the agency has proceeded against the money or currency and been awarded a forfeiture judgment. (AGO 83-75).

2. **Current Fiduciary of Pre-award Funds.** Currently, the County has the fiduciary responsibility to safeguard and maintain funds seized prior to an award of forfeiture pursuant to the FCFA by a court of competent jurisdiction.

3. **Transfer of Pre-award Funds and Fiduciary Duty.** On January 5, 2021, the County shall remit to the Sheriff any pre-award funds being held by the County which are or may be subject to FCFA proceedings. The County and the Sheriff mutually agree and acknowledge that the Sheriff shall thereafter have the fiduciary responsibility to safeguard and maintain funds seized prior to an award of a forfeiture judgment pursuant to the FCFA by a court of competent jurisdiction.

4. **Transfer of Funds to County.** After a final forfeiture judgment is entered regarding any pre-award funds, the Sheriff shall transfer the awarded funds to the County to be deposited into the special law enforcement trust fund established by the Council pursuant to section 932.7055(5), Florida Statutes.

V. **FEDERAL EQUITABLE SHARING FUNDS.**

A. **FEDERAL FUNDS UNDERSTANDING.**

1. **Funds. (County Funds 172 and 173).** The County currently maintains accounts for funds from the Department of Justice Money Laundering and Asset Recovery Section (“MLARS”) and Department of Treasury Executive Office for Asset Forfeiture (“TEOAF”).

2. **Custody and Appropriation.** The parties agree that custody and appropriation authority received from the MLARS and TEOAF shall remain with the County. All appropriation requests of the MLARS and TEOAF shall follow the requirements of section 932.7055(5), Florida Statutes for FCFA. This understanding is made in reliance on the joint letter from the Chief of MLARS and Director of TEOAF signed on July 14 & 15, 2020. (“Letter”).

B. **EXPENDITURES FROM FUNDS.**

1. **Expenditures.** As set forth in the Letter, the Council and the Sheriff shall jointly approve any expenditures for the use of any funds received through MLARS or TEOAF programs.

2. **Guidance.** As set forth in the Letter, the Council and the Sheriff agree that any expenditures of any funds received through MLARS or TEOAF programs shall comply with the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies*. (Department of Justice and Department of Treasury, Published July 2018).

VI. LAW ENFORCEMENT EDUCATION TRUST FUND.

A. TRUST FUND.

1. **Statutes.** Section 938.15, Florida Statutes, authorizes the County to assess an additional \$2.00 in court costs to create a trust fund for the purpose of criminal justice education degree programs and training courses for law enforcement agencies. Section 318.18(11), Florida Statutes, authorizes the County to assess an additional \$2.50 in court costs to help pay for the programs pursuant to section 938.15, Florida Statutes.

2. **Creation of Fund (County Fund 174).** Effective October 1, 2020, the County shall establish the Law Enforcement Education Trust Fund (“LEETF”) to separately account for receipt of any monies pursuant to section 938.15, Florida Statutes, and section 318.18, Florida Statutes.

B. REQUESTS FOR FUNDS.

1. **Requests for Funds.** By execution of this Agreement, the Council authorizes the County Manager or a designee, as to amounts previously approved by the Council in its budget for LEETF, to consider and approve written requests by the Sheriff to use LEETF funds. To ensure that any funds disbursed from the LEETF trust fund are only used as allowed by section 938.15, Florida Statutes, the Sheriff when requesting said funds shall certify in writing that the funds disbursed shall only be used as allowed by statute.

2. **Budgeting and the Fund.** Beginning in fiscal year 2022 and every year thereafter, the Sheriff shall separately identify in his budget submittals any costs eligible for use of LEETF funds. The County will use this information to appropriately budget for the use of LEETF funds.

VII. CRIME PREVENTION TRUST FUND.

A. TRUST FUND.

1. **Statute.** Section 775.083(2), Florida Statutes, authorizes the assessment of court costs to create a trust fund for the purpose of crime prevention programs.

2. **Creation of Fund (County Fund 175).** Effective October 1, 2020, the County shall establish the Crime Prevention Trust Fund (“CPTF”) to separately account for receipt of any monies pursuant to section 775.083, Florida Statutes.

B. REQUESTS FOR FUNDS.

1. **Requests for Funds.** By execution of this Agreement, the Council authorizes the County Manager or a designee, as to amounts previously approved by the Council in its budget for CPTF, to consider and approve written requests by the Sheriff to use CPTF funds for crime prevention programs. To ensure that any funds disbursed from the CPTF trust fund are only used as

allowed by section 775.083, Florida Statutes, the Sheriff when requesting said funds shall certify in writing that the funds disbursed shall only be used as allowed by statute.

2. **Budgeting and the Fund.** Beginning in fiscal year 2022 and every year thereafter, the Sheriff shall separately identify in his budget submittals any costs eligible for use of CPTF funds. The County will use this information to appropriately budget for the use of CPTF funds.

VIII. RECOVERED COSTS OF INVESTIGATION.

A. COSTS OF INVESTIGATION.

1. **Statutes.** Section 938.27, Florida Statutes, provides that investigative costs incurred by law enforcement agencies may be recovered from persons convicted of a crime. Section 903.26, Florida Statutes, provides that for the recovery of costs of returning a defendant to the county from a bond.

2. **Collection of Costs.** The clerk of court collects and disburses any costs of investigation or costs recovered from a bond as ordered by a court of competent jurisdiction.

3. **Accounts.** Currently, the County uses the following accounting lines related to costs of investigation: 001-400-1300-4490 – Costs of Investigation and 001-400-1100-4152 – Costs of Transportation.

B. COSTS COLLECTED BY CLERK.

1. **Payment of Costs.** The Sheriff and the County agree that the County shall be entitled to any amounts remitted by the Clerk for costs of investigation or costs recovered from a bond.

2. **Agreed Instructions to Clerk.** The Sheriff and County agree to instruct the Clerk of Court in writing, if necessary, to remit said costs directly to the County.

3. **Offset of Budget.** Any amounts remitted to the County by the Clerk for costs of investigation or costs recovered from a bond shall be utilized by the County to offset the budget of the Sheriff.

IX. SHERIFF'S AGENCY FUNDS.

A. AGENCY FUNDS (County Fund 698).

1. **Statute.** Section 30.15(1), Florida Statutes, provides that among the Sheriff's powers, duties, and obligations is to execute all process, writs, warrants, and other papers.

2. **Custody of Funds.** Currently, the County is holding funds in an agency

capacity for the Sheriff related to the Sheriff's duties to perform civil processing and enforceable trust.

B. TRANSFER OF FUNDS.

1. **Transfer of Funds.** The parties agree that the County shall pay over to the Sheriff on January 5, 2021 all funds in its custody related to Sheriff's enforceable trust and civil processing performed pursuant to section 30.15(1), Florida Statutes.

2. **Accounting for Funds.** The County shall provide to the Sheriff an accounting for the funds transferred, including, the case numbers and amounts to which the funds are attributed.

X. REVENUES FOR SERVICES BY SHERIFF.

A. SERVICE AND EXECUTIONS.

1. **Statute.** Pursuant to section 30.231(5), Florida Statutes, all fees collected by the Sheriff for civil process services shall be remitted to the County on a monthly basis.

2. **Payment of Funds.** The Sheriff agrees to remit monthly all fees collected by Sheriff for civil process services performed pursuant to section 30.231, Florida Statutes, including, but not limited to, intragovernmental contracts for process services with the Florida Department of Revenue and civil process services including, but not limited to, statutory civil fees, and civil standby fees.

3. **Accounts.** Currently, the County uses the following accounting lines related to revenues related to civil process services: 001-400-1100-4152 – Statutory Civil Fees, 001-400-1200-4152 – Civil Standby Fees, and 001-400-1100-3166 – Department of Revenue – Child Support Enforcement (#CSS64).

B. SERVICES TO NONGOVERNMENTAL ENTITIES.

1. **Statute.** Pursuant to section 30.51(2), the Sheriff shall collect payment in advance from any non-governmental agency or unit for which the Sheriff renders or perform services.

2. **Collection of Payment.** Currently, the County is collecting and receipting advance payments for services rendered or performed by the Sheriff to non-governmental entities or persons, including, but not limited to, outside duty details. On January 5, 2021, the Sheriff shall be responsible for collecting and receipting advance payments for services rendered or performed by the Sheriff to non-governmental entities or persons.

3. **Advance Payments.** Pursuant to existing contracts for services to be rendered or performed by the Sheriff, the County is holding deposits of advance

payments made by non-governmental entities or persons. On January 5, 2021 the County shall transfer these monies to the Sheriff. The County shall provide to the Sheriff an accounting for the funds transferred, including, a list of the deposit owners and amounts to which the funds are attributed. If any additional amounts are in transit to be deposited on January 5, 2021, these amounts and the accounting for these amounts shall be remitted to the Sheriff by the County on or before January 31, 2021.

4. **Deposit of Advance Payments.** Pursuant to section 30.51(3), Florida Statutes, the Sheriff shall deposit any advance payments transferred by the County or received in the future into a depository trust account. The Sheriff shall keep an account with the depositor and shall withdraw monthly from the deposits the fees earned each month. The Sheriff shall then remit these earned fees to the County each month.

5. **Payment of Funds.** Pursuant to section 30.51(5), Florida Statutes, the Sheriff shall remit monthly all fees collected by Sheriff for any and all services rendered or performed for non-governmental entities or persons. Amounts remitted should include amounts withdrawn from deposits for fees earned both from deposits transferred by the County to the Sheriff and made directly to the Sheriff after January 5, 2021.

6. **Accounts.** Currently, the County uses the following accounting line related to services provided by the Sheriff to nongovernmental entities: 001-400-9999-4491 – Outside Detail.

C. **SERVICES TO GOVERNMENTAL AGENCIES.**

1. **Statute.** Pursuant to section 30.51(2), the Sheriff shall bill and collect fees earned from such agency after the service is performed when the amount due is determined.

2. **Collection of Payment.** Currently, the County is collecting and receipting payments for services rendered or performed by the Sheriff to governmental agencies and municipalities, including but not limited to, municipal law enforcement contracts, school resource deputy contracts, state contracts for service of process, and mutual aid agreements. On January 5, 2021, the Sheriff shall be responsible for collecting and receipting payments for services rendered or performed by the Sheriff to governmental agencies.

3. **Outstanding Fees.** The County shall be entitled to any outstanding fees for services rendered or performed by the Sheriff as a county charter officer prior to January 5, 2021 and shall be entitled to continue to bill and collect for any services invoiced prior to January 5, 2021. Said outstanding fees shall be evidenced by invoices issued by the County and the County retains the exclusive right to collect said invoices. Invoices may be issued by the County after January

5, 2021, but only for services rendered or performed by the Sheriff as a charter county officer prior to January 5, 2021. The Sheriff agrees to provide the County with sufficient information to bill and collect for all services rendered or performed prior to January 5, 2021.

4. **Payment of Funds.** Pursuant to section 30.51(5), Florida Statutes, the Sheriff shall remit monthly all fees collected by Sheriff for any and all services rendered or performed for governmental agencies, including, but not limited to, municipal law enforcement contracts, school resource deputy contracts, state contracts for service of process, and mutual aid agreements.

5. **Accounts.** Currently, the County uses the following accounting lines related to services provided by the Sheriff to governmental agencies:

- a) 120-400-1300-4211 Sheriff Services – Debarry;
- b) 120-400-1300-4212 Sheriff Services – Deltona;
- c) 120-400-1300-4214 Sheriff Services – Pierson;
- d) 120-400-1300-4216 Sheriff Services – Oak Hill;
- e) 001-400-2100-3454 DOE – Volusia County School Board;
- f) 001-400-2102-4490 DJJ Contract for Services (#10492);
- g) 001-400-1100-4490 Hurricane Mutual Aid;
- h) 120-400-1100-4490 Hurricane Mutual Aid;
- i) 001-400-1300-4210 Fingerprint Fees; and
- j) 001-400-9999-4491 Outside Detail.

D. SERVICES TO VOLUSIA COUNTY BY SHERIFF.

1. **Statute.** Pursuant to section 30.51(1), Florida Statutes, the Sheriff shall render no bills to the County for any services, nor shall any fees, commissions, or other remuneration for official services as Sheriff be paid by the Council, except as provided in section 30.51, Florida Statutes.

2. **Services to County.** If the County desires to retain the Sheriff to perform services for the County beyond his duties otherwise required by applicable law, the Sheriff and the County will do so by a separate agreement which sets forth the specific terms.

3. **Execution of Council Orders.** Pursuant to section 30.15(1)(d), Florida Statutes, the Sheriff shall execute all orders of the Council, for which the Sheriff shall receive compensation from the County as the Council deems proper.

4. **Emergency Citizen Information Center.** During times of declared

emergencies, the County operates a citizen call center, the Citizen Information Center (“CIC”) which is staffed by County employees. Sheriff may elect, in his sole discretion, to provide Sheriff Employees to assist at the CIC. If the Sheriff elects to provide any Sheriff Employees to the CIC, the Sheriff shall cover all costs incurred to provide such employees from his existing budget.

E. **OTHER SERVICES RENDERED BY SHERIFF.**

1. **Statute.** Pursuant to section 30.51(5), Florida Statutes, the Sheriff provides that all fees, commissions, or other funds collected by the Sheriff for services rendered or performed by his office shall be remitted monthly to the County.

2. **Collection of Payment.** Currently, the County is collecting and receipting payments for services rendered or performed by the Sheriff for services, including, but not limited to, crash reports, central records fees, public records request fees, fingerprinting fees, false alarm fees, and tow commissions/fees. On January 5, 2021, the Sheriff shall be responsible for collecting and receipting payments for services rendered or performed by the Sheriff.

3. **Outstanding Fees.** The County shall be entitled to any outstanding fees for services rendered or performed by the Sheriff as a county charter officer prior to January 5, 2021 and shall be entitled to continue to bill and collect for any services rendered or performed prior to January 5, 2021. Said outstanding fees shall be evidenced by invoices issued by the County and the County retains the exclusive right to collect said invoices. Invoices may be issued by the County after January 5, 2021, but only for services rendered or performed by the Sheriff as a charter county officer prior to January 5, 2021. The Sheriff agrees to provide the County with sufficient information to bill and collect for all services rendered or performed prior to January 5, 2021.

4. **Payment of Funds.** Pursuant to section 30.51(5), Florida Statutes, the Sheriff shall remit monthly all fees collected by Sheriff for any and all services rendered or performed, including, but not limited to, for crash reports, central records fees, public records request fees, fingerprinting fees, false alarm fees, and tow commissions/fees.

5. **Accounts.** Currently, the County uses the following accounting line related to other services provided by the Sheriff:

- a) 001-400-1100-4130 Crash Reports;
- b) 001-400-1200-4130 Central Records Fees;
- c) 001-400-1100-6900 Miscellaneous Revenue;

- d) 001-400-1200-6900 Miscellaneous Revenue;
- e) 001-400-1700-6900 Miscellaneous Revenue;
- f) 001-400-1300-4210 Fingerprint Fees;
- g) 120-400-1300-4251 False Alarm Fees; and
- h) 001-400-1100-6910 Tow Fee.

XI. NON-SERVICE RELATED REVENUES OF SHERIFF.

A. FEDERAL AND STATE TASK FORCES.

1. **Task Force Agreements.** The Sheriff may from time to time participate in a task force, joint task force, or participation agreements with other law enforcement agencies at the federal, state, or local level. (“Task Force Agreements”).

2. **Reimbursements for Task Force Participation.** County and Sheriff agree that revenues or receipts paid to the Sheriff pursuant to said Task Force Agreements which are typically to reimburse the Sheriff for overtime, expenses, or training for officers participating in a task force or participation agreement, is not subject to the requirements of section 30.51, Florida Statutes. Any forfeiture revenues received by the Sheriff for participation in a joint task force or participation agreement shall be handled in accordance with the applicable agreement and laws related to forfeiture revenues.

B. FEDERAL AND STATE GRANTS.

1. **Federal and State Grants.** The Sheriff may from time to time apply for and receive a grant at the federal or state level. (“Grants”).

2. **Reimbursements for Task Force Participation.** County and Sheriff agree that section 30.51, Florida Statutes, does not apply to any such Grants that the Sheriff may directly receive. The parties agree that the Sheriff shall retain any proceeds from such Grants.

C. REVENUES WHERE NO SERVICES RENDERED.

1. **Insurance Proceeds.** County and Sheriff agree that section 30.51, Florida Statutes, does not apply to any insurance proceeds the Sheriff may receive. The parties agree that the Sheriff shall retain said non-service related revenues.

2. **Sale of Capital Assets.** County and Sheriff agree that section 30.51, Florida Statutes, does not apply to any monies paid for the sale of capital assets by the Sheriff. The parties agree that the Sheriff shall retain said non-service related revenues.

XII. GRANTS AND FEDERAL PARTICIPATION AGREEMENTS.

A. COUNTY COOPERATION.

1. **Delegation of Authority.** If a grantor agency requires a delegation of authority from the County to the Sheriff for the purposes of a grant, joint participation agreement, task force agreement, or other agreements, the County agrees to not unreasonably withhold such delegation. However, the County will not delegate authority under unreasonable conditions, including, but not limited to:

- a) Sheriff shall not request a delegation that would require or commit the County to a local match of funds from any source other than his own budget.
- b) Sheriff shall only execute agreements or grants for the constitutional office of the Volusia County Sheriff and not a delegation to execute a grant or agreement on behalf of the County.
- c) Sheriff shall be solely responsible for the implementation and administration of any grants or agreements accepted and shall not request a delegation to require otherwise.

2. **Request by Sheriff.** If a grantor requires delegation of authority from the Council to the Sheriff, the Sheriff shall request such delegation in writing and provide the County with the application and all necessary information related to the request for the Council to consider the request.

3. **Authority of Sheriff.** Nothing in this section shall be interpreted to be a restriction on the powers of the Sheriff as granted by the Constitution and laws of the State of Florida and is only intended to address situations where a delegation of authority from the County to the Sheriff is required by a grantor agency for a grant or agreement.

B. COOPERATION TO OBTAIN NEW GRANTS.

1. **Cooperation.** Whenever required by a grantor, the County and Sheriff agree to collaborate to submit grant applications to the Council, make joint presentations to the Council in support of the application, to accept grant awards, and provide for execution of related agreements.

2. **Matching Issue.** Whenever sufficient match is not available in the budget of the Sheriff for a grant, the County and Sheriff agree to collaborate to submit the grant application to the Council for their consideration.

3. **Responsibility.** Whenever allowed by the grantor, any new grants

obtained through the cooperation of the County and the Sheriff shall be solely awarded to the Sheriff. Sheriff shall be solely responsible for the administration of any new grants obtained in collaboration with the County, unless the parties expressly agree otherwise.

C. **BULLETPROOF VEST PARTNERSHIP GRANT.**

1. **Grant (County Fund 713).** The Bulletproof Vest Partnership Grant (“BVP Grant”) awarded by the United States Department of Justice (“DOJ”) to the County is based on a joint application submitted by the County, the Volusia County Sheriff (as a Charter Officer), Volusia County Corrections, and Volusia County Beach Safety.

2. **Responsibility.** Because the BVP Grant funds are used for the combined needs of the County and Sheriff, the County shall retain responsibility for administration of the BVP Grant.

3. **Requests by Sheriff.** To obtain funds from the BVP Grant, the Sheriff shall do the following:

a) Sheriff agrees to procure and purchase bulletproof vests using his budget funds that are eligible for reimbursement under the terms of the BVP Grant.

b) After purchasing eligible bulletproof vests, Sheriff may then submit for reimbursement from the County invoices, check copies, and any other documentation required by the DOJ pursuant to the BVP Grant for reimbursement.

c) Upon receipt of all necessary documentation required for reimbursement under the BVP Grant, the County shall reimburse the Sheriff for eligible purchases.

d) The County shall then seek reimbursement from the DOJ pursuant to the BVP Grant for monies reimbursed to the Sheriff and shall retain any monies reimbursed by the DOJ.

D. **EXISTING GRANTS AND ASSIGNMENT OF EXISTING GRANTS.**

1. **Existing Grants.** At the time of this Agreement, the County is a party to the following grants for the benefit of the Sheriff as a charter officer:

a) State Homeland Security Program pursuant to a Memorandum of Understanding / Agreement (County Fund 702);

b) Byrne Justice Assistance Grant (2018-DJ-BX-0017) (County Fund 711);

c) Byrne Justice Assistance Grant (2019-DJ-BX-0805) (County Fund 711);

- d) High Intensity Drug Trafficking Areas Program Grant (G19CF000 3A) (County Fund 724);
- e) High Intensity Drug Trafficking Areas Program Grant (G20CF000 3A) (County Fund 724);
- f) Victims of Crime Advocate (2019-County of Volusia- 00134) (County Fund 726); and
- g) Coach Aaron Feis Guardian Florida Department of Education Grant (#96H-90210-0D001) (County Fund 714).

2. **Pending Grant Applications.** At the time of this Agreement, the County is a party to the following pending grant applications for the benefit of the Sheriff as a charter officer:

- a) Byrne Justice Assistance Grant;
- b) High Intensity Drug Trafficking Areas Program Grant;
- c) Victims of Crime Advocate;
- d) Florida Department of Transportation – Motorcycle Safety Grant; and
- e) Florida Department of Education Grant.

3. **Assignments Requested.** The County and Sheriff agree to inform the grantor agencies for any existing and pending grants of the transition of the Sheriff from a charter officer to an independent constitutional officer pursuant to Amendment 10. The parties further agree to cooperate in requesting an amendment or assignment to any existing grant or application so that the grant will be assigned or awarded to the Sheriff.

4. **Assignments Allowed by Grantor.** If the grantor consents to the assignment of a grant or amendment of a grant application, the County and Sheriff agree to execute all documents required by the grantor to assign the grant or amend the application.

5. **Assignments Denied by Grantor.** If the grantor denies an assignment of a grant or an amendment of a grant application, the parties agree to confer as to whether or not they can continue to collaborate under the terms of the grant or they should terminate their participation in the grant. If the parties agree to continue with the grant, the Sheriff shall be solely responsible for compliance with, implementation of, and administration of the grant.

6. **Responsibility of Sheriff.** For all grants which were effective prior to January 5, 2021, the Sheriff shall perform all things required under the grant,

including, but not limited to, provide adequate staffing necessary to perform or comply with the grant; coordinate any procurement actions necessary to perform or comply with the grant by utilizing the County procurement process; supervise and monitor any procured contractors to ensure successful delivery of goods or services obtained pursuant to the grant; and prepare any required reports, drawdown requests, or reimbursement requests required by the grantor.

7. **Pending Reimbursements.** Pursuant to the Memorandum of Agreement, the Sheriff agrees to submit invoices for services or goods paid for by the County prior to January 5, 2021, for which the cost of said services or goods are eligible for reimbursement under the terms of a grant. Any monies reimbursed for goods and services paid for by the County shall be paid to the County. If said reimbursement is made to the Sheriff, the Sheriff shall reimburse the County. This provision does not apply to the cost of goods or services which were paid for directly by the Sheriff and are reimbursable to the Sheriff.

XIII. POSTAGE METER.

The County agrees to continue providing the Sheriff access to use the County's shared postage meter that the Sheriff is currently utilizing as a charter county officer. Each month, the County will reconcile the usage of the shared postage meter and invoice the Sheriff for the amount of postage utilized by the Sheriff for the prior month. The Sheriff agrees to pay the provided invoice within thirty (30) days of receipt.

XIV. SINGLE AUDIT.

A. COUNTY AND SINGLE AUDIT.

1. **Purpose.** Volusia County Home Rule Charter and Florida Statutes require that all general-purpose local governments publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants.

2. **Audit Information.** The independent audit of the financial statements of the County is part of a broader, federal and state mandated single audit designed to meet the special needs of federal and state grantor agencies. The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the County's internal controls and compliance with legal requirements, with special emphasis on those internal controls and legal requirements involving the administration of federal and state awards.

B. SHERIFF AND SINGLE AUDIT.

1. **External Auditor.** Sheriff agrees to provide information necessary for the County or its external auditor to complete the annual federal and state Single Audit. The County's external auditor shall solely determine what information is

necessary to complete its audit.

2. **Grant Information.** Each year prior to the Single Audit, the County must compile a Schedule of Expenditures of Federal Awards and Schedule of State Financial Assistance which includes funds obtained from various grants. The Sheriff shall provide no later than ninety (90) days after the close of any fiscal year, all information necessary to compile said schedules.

XV. MISAPPLIED PAYMENTS.

A. **Sheriff Payments Sent to County.** After the Effective Date, the parties recognize payments owed to the Sheriff could mistakenly be remitted to the County.

1. **Undeposited Payments.** The County shall attempt to identify such payments before accepting them, and forward such payments to the Sheriff.

2. **Deposited Payments.** In the event that the County inadvertently deposits such payment, the County agrees to refund the amount owed to the Sheriff within five (5) business days upon discovery by County.

3. **Disputed Payments.** In the event the Sheriff believes a payment owed to the Sheriff was mistakenly accepted by the County, the Sheriff shall provide a written request to the County to research such potential payment, including sufficient information for the County to search its records for such payment. The County shall provide a written response to the payment search request within two (2) business days, which may be a request for the Sheriff to provide additional payment identifiers for searching. If the County identifies the County accepted an unrefunded Sheriff payment during its record search, the County shall refund the amount owed to the Sheriff within five (5) business days upon discovery.

B. **County Payments Sent to Sheriff.** After the Effective Date, the parties recognize payments owed to the County could mistakenly be remitted to the Sheriff.

1. **Undeposited Payments.** The Sheriff shall attempt to identify such payments before accepting them, and forward such payments to the County.

2. **Deposited Payments.** In the event that the Sheriff inadvertently deposits such payment, the Sheriff agrees to refund the amount owed to the County within five (5) business days upon discovery by Sheriff.

3. **Disputed Payments.** In the event the County believes a payment owed to the County was mistakenly accepted by the Sheriff, the County shall provide a written request to the Sheriff to research such potential payment, including sufficient information for the Sheriff to search its records for such payment. The Sheriff shall provide a written response to the payment search request within two (2) business days, which may be a request for the County to provide

additional payment identifiers for searching. If the Sheriff identifies the Sheriff accepted an unrefunded County payment during its record search, the Sheriff shall refund the amount owed to the County within five (5) business days upon discovery.

XVI. ADDITIONAL AGREEMENTS.

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

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

XVII. 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 unless terminated by either party as provided herein.

C. **NOTICE OF TERMINATION.** The Sheriff shall continue to utilize and/or participate in the services and programs 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 provide to the Sheriff the services and programs 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 shall terminate on September 30 of the same year in which the notice was given, which will be the last day of that fiscal year.

XVIII. 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.

XIX. 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 Agreement, as set forth herein 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 County Sheriff ATTN: Sheriff Michael Chitwood 123 West Indiana Avenue, 4th Floor DeLand, Florida 32720-4613</p> <p>With Copies to: Volusia County Sheriff ATTN: LEGAL 123 West Indiana Avenue, 4th Floor DeLand, Florida 32720-4613</p>
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IN WITNESS WHEREOF, the parties hereto have executed this PARTICIPATION AGREEMENT FOR FINANCIAL PROCESSES between the Volusia Sheriff’s Office and the County of Volusia as set forth below.

VOLUSIA SHERIFF’S OFFICE

COUNTY OF VOLUSIA, FLORIDA

By: _____
Sheriff Michael Chitwood

By: _____
Ed Kelley
County Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

[Printed name and title]

By: _____
George Recktenwald
County Manager

PARTICIPATION AGREEMENT FOR FLEET MAINTENANCE AND SERVICES

THIS PARTICIPATION AGREEMENT FOR FLEET MAINTENANCE AND 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 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, 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 a fleet maintenance and services agreement for the mutual benefit of each and to provide for the payment of contribution amounts necessary to achieve and preserve adequate levels of funding and reserve balances to budget and appropriate the costs incurred under such agreement; 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. RETENTION FOR SERVICES.

A. **SERVICES GOAL.** Volusia County Fleet Management (“Fleet Management”) currently provides fleet management services to the Sheriff as a county charter officer. Fleet Management is committed to providing the same high level of service to the Sheriff as an independent constitutional officer. Fleet Management is committed to providing the Sheriff with fleet management services, including, but not limited to, motor vehicle maintenance, repairs, fuel services, and other related fleet services.

B. **RETENTION.** Sheriff retains Fleet Management to provide all management, personnel, materials, supplies, and equipment necessary to properly maintain, repair, and fuel the motor vehicles and equipment owned or leased by the Sheriff as provided in this Participation Agreement. Fleet Management agrees to provide the services as set forth in this Participation Agreement.

C. **BUDGETING FOR FLEET SERVICES.** The Sheriff is responsible for all costs associated with replacing, maintaining, repairing, and fueling any motor vehicles used by his office. Fleet Management will assist the Sheriff to budget for fleet maintenance costs by providing him with timely and accurate cost estimates, as available, for the services provided under this Participation Agreement.

II. SERVICES.

A. **AUTHORITY.** Sheriff retains Fleet Management, subject to the terms and conditions set forth in this Participation Agreement, to manage and maintain the repairs and maintenance of the fleet of motor vehicles and equipment owned by the Sheriff. Only as specifically set forth in this Participation Agreement, Sheriff delegates to Fleet Management the discretion and authority to determine, implement, and take action to maintain and repair the motor vehicle fleet and equipment of the Sheriff through the exercise of its expertise in managing and operating motor vehicle fleets for local government. As set forth in this Participation Agreement, Fleet Management will advise the Sheriff of its maintenance and repair options and the Sheriff be afforded the opportunity to discuss these options with Fleet Management.

B. **COUNTY RESPONSIBILITIES.** Fleet Management agrees to provide the Sheriff with fleet management services for the Sheriff’s motor vehicle fleet.

1. VEHICLE AND EQUIPMENT MAINTENANCE AND REPAIRS.

a) **Vehicles and Equipment.** The Sheriff owns or leases various types of vehicles and equipment, including, motor vehicles, motorcycles, watercraft, trailers, heavy military-style vehicles, and generators. (Collectively, “Vehicles and Equipment”). Fleet Management agrees to

provide the services set forth in this Participation Agreement for the Vehicles and Equipment of the Sheriff, which it has the capability and qualified personnel to maintain and repair. If Fleet Management is unable to include any vehicle or equipment in its maintenance program, Fleet Management will advise the Sheriff in writing and the vehicle or equipment shall not be covered by this Participation Agreement.

b) **Vehicle and Equipment Maintenance.** Fleet Management will provide maintenance services for the Sheriff's Vehicles and Equipment. Fleet Management will track and manage Sheriff's Vehicles and Equipment through the use of a vehicle maintenance management system to ensure that vehicles and equipment are properly maintained, including, routine preventive maintenance. Fleet Management will coordinate with the Sheriff to ensure preventative maintenance is completed on schedule for the Sheriff's Vehicles and Equipment. Sheriff will ensure that his staff provides their vehicles and equipment to Fleet Management in a timely manner to ensure preventative maintenance is performed as scheduled.

c) **Maintenance Costs.** Fleet Management will invoice the Sheriff for the costs of Vehicle and Equipment maintenance. Fleet Management will bill mechanic labor as an annual service charge based on the prior fiscal year's actual labor hours multiplied by the upcoming fiscal year's labor rate. For Fiscal Year 2021, the mechanic labor rate is \$62.00 per hour. Fleet Management will provide the Sheriff with a budget recommendation for parts and sublet services based on the prior fiscal year's actual expenses. During the fiscal year, Fleet Management will invoice for parts and sublet services monthly as such expenses are incurred by the Sheriff. Parts and sublet services are subject to a percentage markup which will be the same for the Sheriff as all other departments of Volusia County. For Fiscal Year 2021, the markup on parts is 15% and on sublet services 10%.

d) **Separate Accounts.** Fleet Management will maintain and invoice the Sheriff via separate accounts for labor service charges, parts expenses, and sublet service expenses.

2. **VEHICLE AND EQUIPMENT DAMAGE REPAIRS.**

a) **Vehicle Repairs.** Fleet Management will provide repair services and manage third-party repair services for the Sheriff's Vehicles and Equipment. Fleet Management will track and manage Sheriff's Vehicles and Equipment through the use of a vehicle maintenance management system to ensure that each vehicle is properly repaired and repairs are properly tracked. Fleet Management will coordinate with the Sheriff to ensure repairs are completed in a timely manner for the Sheriff's Vehicles

and Equipment. Sheriff will ensure that his staff provides their vehicles and equipment to Fleet Management in a timely manner so that repairs are performed as necessary. Fleet Management will ensure all vehicle and equipment damage is repaired correctly and in compliance with safety standards.

b) **Costs of Repairs less than \$2,500.00.** If a third party is not involved in the incident causing damage and the cost of repair is less than \$2,500.00, Fleet Management will repair the Sheriff's Vehicle or Equipment and invoice the Sheriff for the costs of the repair.

c) **Costs of Repairs \$2,500.00 or more.** If a third party is not involved in the incident causing damage and the cost of repair is \$2,500.00 or more, Fleet Management will notify Volusia County Risk Management for processing the repair as an insurance claim and possibly for repair by a third party vendor. Risk Management will handle any insurance claims, including, but not limited to, any vendor payments and invoice the Sheriff for any deductibles or uncovered costs related to the repair.

d) **Costs of Accident Repairs.** If a Sheriff's Vehicle or Equipment is involved in an incident causing damage with a third party, the Sheriff will notify Fleet Management and Volusia County Risk Management for processing the repair as an insurance claim and possibly for repair by a third party vendor. Risk Management will handle any insurance claim, including but not limited to, any vendor payments and invoice the Sheriff for any deductibles and uncovered costs related to the repair.

3. **TRANSITION PROCESSING AND NEW VEHICLE OR NEW EQUIPMENT PROCESSING.**

a) **Transition of Vehicles and Equipment.** Pursuant to the MOA, the Sheriff agreed to provide the County Manager with an inventory of all titled assets, including, all titled vehicles and equipment. Fleet Management will provide the Sheriff with executed titles for all titled Vehicles and Equipment listed in the Sheriff's inventory on January 5, 2021. Sheriff shall promptly take all necessary actions to complete transfer of title from the County to the Sheriff for all listed Vehicles and Equipment. Fleet Management will assist the Sheriff in processing the tags, titles, and registrations to complete the transfer. Sheriff shall provide Fleet Management with any requested authority, including, but not limited to, a limited power of attorney for motor vehicles or equipment, necessary to facilitate the transfer of the Vehicles and Equipment from the County to the Sheriff.

b) **New Vehicles.** Fleet Management will continue to process new

Sheriff's Office vehicles and equipment in a similar process as when the Sheriff was a county charter officer, including, doing the following: conduct an initial vehicle check to ensure all equipment operates correctly; process vehicles into the maintenance management system; and match the purchase order and specifications to the vehicle delivered. Fleet Management will process the vehicle or equipment for tag and title and prepare the vehicle or equipment for use. Sheriff will issue to Fleet Management a block of asset numbers which will be assigned by Fleet to new vehicles or equipment as the vehicle is processed. Fleet Management will complete the appropriate acquisition forms and provide them to the Sheriff.

4. **PROCESSING OF SHERIFF VEHICLES FOR AUCTION.**

a) **Continuation of Service.** Fleet Management will continue to process Sheriff owned motor vehicles for auction same as currently being done.

b) **Delivery of Motor Vehicle.** Sheriff will determine what vehicles will be going to auction and deliver the vehicle to Fleet Management for processing and decommissioning.

c) **Processing Motor Vehicle.** Fleet Management will decommission the vehicle by removing all emergency related equipment including radios, emergency lights, and cage. Fleet Management will also remove all Sheriff's identification decals and the license plate.

d) **Removing Equipment.** Any equipment removed from a Sheriff motor vehicle to be auctioned will be stored in the Sheriff's storage trailer located at Fleet Management. Any equipment stored in the storage locker is property of the Sheriff and Fleet Management will not be responsible for the Sheriff's equipment stored in the Sheriff's storage trailer.

e) **License Plates.** Fleet Management will either destroy license plates in poor condition, or, if in good condition, save the license plate for reissue to new vehicles.

f) **Auction Paperwork and Title.** Once all equipment and markings are removed, Fleet Management will notify Sheriff that the motor vehicle is ready for auction. Sheriff will complete any disposition forms required on their end to auction the motor vehicle. Fleet Management will pull title and deliver the title to the Sheriff's accounting manager for signature.

g) **Notice to Auction Vendor.** The Sheriff will be responsible for forwarding any disposition forms required and signed titles to the auction vendor. Fleet Management will store the Sheriff's motor vehicle until the motor vehicle is picked up by the auction vendor. Sheriff agrees that Fleet

Management is authorized to release any motor vehicle processed for auction at the request of the Sheriff to the auction vendor.

5. **FUEL AND MOBILE FUELING SERVICES.**

a) **Fuel Services.** Fleet Management provides fueling sites for county motor vehicles at several locations in Volusia County. The Sheriff as a county charter officer utilized Fleet Management's fueling sites for his Vehicles and Equipment. After January 5, 2021, the Sheriff, as a constitutional officer, elects to continue utilizing Fleet Management's fueling sites for his motor vehicles and equipment.

b) **Mobile Fuel Services.** Fleet Management will provide mobile fuel services for Sheriff's generators and equipment on an as needed basis. Fleet Management will monitor generator fuel levels during emergencies and will add fuel as needed.

c) **Cost of Fuel.** Fleet Management shall determine the cost of fuel per gallon to be charged to the Sheriff. The cost of fuel is calculated based on the actual cost of the fuel to the County plus a fleet mark up as determined by Fleet Management. Fuel pricing shall be the same for the Sheriff as it is for all departments and divisions countywide. For Fiscal Year 2021, the markup is \$.15 per gallon Unleaded and \$.26 per gallon Diesel.

d) **Fuel Cost Tracking.** Fleet Management tracks fuel transactions via a fuel management tracking system. Fleet Management transfers the data from the fuel management tracking system into its fleet management software program. Sheriff agrees that it will abide by all policies and procedures required by Fleet Management to accurately track all fuel transactions.

e) **Fuel Cost Billing.** Fleet Management will invoice the Sheriff monthly for all fuel actually consumed in the prior month.

f) **Fuel Cards.** Sheriff currently uses WEX Fuel cards as an alternative means of fueling his Vehicles and Equipment. Sheriff shall be solely responsible for any fuel cards utilized as an alternative fueling method for his Vehicles and Equipment. Sheriff shall authorize Fleet Management, with WEX Fuel cards or any other fuel service utilized by Sheriff, to obtain fuel transaction data for the sole purpose of keeping vehicle and equipment data updated and complete in its fleet management databases.

g) **Budgeting for Fuel Costs.** Fleet Management will provide the Sheriff with a fuel budget recommendation prior to each fiscal year. Fleet Management will base its fuel budget recommendation on actual consumption of fuel for the most recent full fiscal year multiplied by the

estimated cost per gallon of fuel determined by the United States Department of Energy.

6. **Informational Meetings and Liaisons.** Fleet Management and the Sheriff agree to make available to each other a specifically identified member or members of their management staffs who will meet and confer with each other on a quarterly basis, or more frequently if necessary, to discuss administration of this Participation Agreement.

C. **SHERIFF'S RESPONSIBILITIES.** Sheriff agrees to cooperate with Fleet Management in the performance of its duties under this Participation Agreement.

1. **Vehicles and Equipment.** Sheriff agrees to create and implement policies and procedures for his employees that establish appropriate uses of the Vehicles and Equipment to ensure that the vehicles and equipment are properly maintained by Fleet Management.
2. **Scheduled Maintenance.** Sheriff agrees to timely submit all Vehicles and Equipment for scheduled maintenance. Sheriff agrees to immediately notify Fleet Management in writing of any issues with a vehicle or equipment, including, but not limited to, any warning lights, unusual noises, damage to the vehicle or equipment, or operating issues with a motor vehicle or equipment.
3. **Maintenance or Repair Request.** Sheriff shall notify Fleet Management of any additional work requested related to the maintenance, modification, or repair of his motor vehicles or equipment by processing a work order via the County's work order tracking software. The parties agree that this is the exclusive method of requesting such additional work.
4. **Issues with Work.** If the Sheriff believes there is an issue with any of the work performed by Fleet Management under this Participation Agreement, the Sheriff shall provide Fleet Management with a written notice describing the issue in detail including the nature of the issue and the dates during which the issue occurred.
5. **Payments.** For any costs to be paid by the Sheriff pursuant to this Participation Agreement, the County shall invoice for the costs. Invoices shall be due upon receipt, unless provided otherwise in the invoice.
6. **Non- Interference.** It is expressly understood and agreed that so long as this Participation Agreement is in force and effect, the Sheriff shall not interfere with Fleet Management in its day-to-day operations and shall

at no time give or communicate orders or instructions to employees or sub-contractors of the County.

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 the MOA or 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 utilize and/or participate in the services and programs 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 provide to the Sheriff the services and programs 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. **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 FLEET MANAGEMENT between the Sheriff and the County of Volusia as set forth below.

VOLUSIA SHERIFF'S OFFICE

**COUNTY OF VOLUSIA,
FLORIDA**

By: _____
Sheriff Michael Chitwood

By: _____
Ed Kelley
County Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

[Printed name and title]

By: _____
George Recktenwald
County Manager

**PARTICIPATION AGREEMENT FOR E911, COMPUTER AIDED
DISPATCH, AND RELATED COMMUNICATIONS PROGRAMS**

**THIS PARTICIPATION AGREEMENT FOR E911, COMPUTER AIDED
DISPATCH, AND RELATED COMMUNICATIONS PROGRAMS** (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, pursuant to sections 365.171-365.175, Florida Statutes, the Florida
Legislature intended to establish and implement a comprehensive statewide emergency
telecommunications number system that will provide users with voice communications
services within the state rapid, direct access to public safety agencies by accessing the
telephone number “911;”

WHEREAS, Volusia County has a type-4 Enhanced 911 system and processes all
911 calls in Volusia County and dispatches all police, fire, and EMS first responders in
Volusia County through the Volusia County Communications Center;

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 countywide public safety communication
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 for the provision of public safety communication services, including, E911, computer-aided dispatch (“CAD”), and other related communications programs; 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. SYSTEMS AND SERVICES.

A. PURPOSE AND RETENTION.

1. The County and Sheriff operate a countywide public safety communication center, including, E911 system, dispatch, and communications center for law enforcement, medical, and fire rescue dispatch for Volusia County, including all municipalities. Uninterrupted and reliable operation of the public safety communication center is a function that requires close coordination between the County and Sheriff to ensure the facilities, IT support, staff, and communications systems operate at the levels of performance necessary to ensure public safety.
2. The County retains the Sheriff to operate and maintain the County’s communications center, including, the central E911 System, Computer-Aided Dispatch (“CAD”) systems, and other public safety communication services.
3. Sheriff agrees to provide the services as set forth in this Participation Agreement to operate and maintain the County’s communications center, including, the central E911 System, Computer-Aided Dispatch (“CAD”) systems, and other public safety communication services.

B. COUNTY RESPONSIBILITIES. The County agrees to provide the following.

1. As set forth in the Participation Agreement for Financial Services, the County will be responsible for funds received by the County pursuant to section 365.173(2), Florida Statutes, and will procure hardware, software, and related equipment or services in compliance with applicable laws and rules to provide E911 services.
2. The County shall retain ownership of the E911 systems and the CAD systems hardware and associated software, including, computers,

servers, logging recorders, radio consoles, radio keypads, foot pedals, modules, and dispatch telephones. The County will perform an annual inventory of the E911 systems and CAD systems, which will be coordinated with the Sheriff. In the event this Participation Agreement is terminated, the County shall remove or recover all said equipment and software within ninety (90) days of the termination date.

3. Pursuant to the statewide E911 Plan and Rule 60FF-6.004(3), Florida Administrative Code, the County Council is responsible for designating a knowledgeable individual as the E911 Coordinator. Pursuant to Section 365.172(10)(b), Florida Statutes, the E911 Coordinator position may be funded through use of the E911 fees received by the County. The E911 Coordinator shall report to a County designee regarding the E911 program and shall serve as the single point of contact with the Florida Department of Management Services for all E911 related issues. As of January 5, 2021, the current E911 Coordinator shall become an employee of the Sheriff. If this employee ceases to be the E911 Coordinator for any reason, the Sheriff shall within twenty-four (24) hours advise the County and make recommendations to the County regarding who should be designated as the new E911 Coordinator by the County. The County Council shall provide written notification to the Statewide 911 Board when a new county E911 Coordinator has been designated.
4. The County will maintain the CJIS Hub and CJIS Data Portal, including, the Sheriff's interface with the CJIS Hub and CJIS Data Portal through applications with the Sheriff.
5. The County will provide technical support and administration for existing business desk phones utilized by the Sheriff at the communications center. However, the Sheriff will maintain the networking components to ensure connectivity to County's business telephone backbone.
6. The County will provide all radio based fire and EMS station alerting systems (Zetron) and related networking components, excluding, the interface to the Sheriff's computer-aided dispatch (CAD) system.
7. The County will provide the Zoll Patient Care Reporting (ePCR) and Zoll Billing system, including, related hardware of servers, desktops, laptops, tablets, and networking components within vehicles.
8. The County will provide ESO Firehouse fire records management system, including, related hardware of servers and related network components.

9. County will provide EMS MARVLIS ambulance move-up system, including, hardware, networking components, and the interface into the Sheriff's Office computer aided dispatch (CAD) system.
10. The County will provide Nurse Triage, including, software system and related hardware components.
11. The County will provide EOSCC's public WIFI network, including, related hardware.
12. As set forth in the Facilities Participation Agreement, the County will provide the surveillance camera systems required to monitor and record activities on the dispatch floor and related Sheriff's Office areas of the communication center are maintained by a third party contractor.
13. The County shall maintain an IT department sufficient to provide the services described in this Participation Agreement. County's IT will train Sheriff's IT on any systems that the Sheriff is assuming responsibility for through this Participation Agreement.
14. County shall comply with applicable laws and rules, including the statewide E911 Plan.

C. SHERIFF RESPONSIBILITIES. The Sheriff agrees to provide the following:

1. Sheriff shall provide all employees necessary to operate the communications center efficiently and effectively 24 hours per day, 7 days per week, 365 days per year, including, operators necessary to meet all E911 State Plan requirements for call response time.
2. Sheriff shall use its best efforts to properly use and maintain the County's property, including, the E911 systems and the CAD systems hardware and associated software, including, computers, servers, logging recorders, radio consoles, radio keypads, foot pedals, modules, and dispatch telephones. Sheriff shall notify County of any issues with the County's property, including, the E911 system and CAD system, hardware and software. If the Sheriff makes any adjustments or changes to the E911 system or CAD system, the Sheriff shall notify the County within thirty (30) days of the adjustment and the reason for the adjustment.
3. The Sheriff will provide computer-aided dispatch (CAD) system hardware and software infrastructure, including, the EMD interface, E-911 phone interface, mapping interface, station alerting interface, and radio interfaces.

4. The Sheriff will administer the CAD system and CAD geographic information system (GIS) database, including, defining responses and resources for incidents, premise hazards, and other relevant information.
5. The Sheriff will provide mobile computer-aided dispatch system (MobileCOM) software.
6. Sheriff will maintain connectivity to the County and municipalities that utilize CJIS information, connectivity to fire control, and reporting software.
7. The Sheriff will provide equipment required by the Communications Center's administrative and support staff, including, desktops, laptops, mobile phones, televisions, monitors, projectors, and related networking components.
8. The Sheriff will provide all equipment required for the E911 telephone system, including, related interfaces and networking components.
9. Sheriff will provide all internet connectivity, including, related networking components, utilized by the Sheriff's Office.
10. The Sheriff shall provide for all city network connectivity to support Sheriff Office provided services, including, mobile dispatching of public safety resources, law enforcement report writing and records management (RMS), CAD monitoring, CAD database access, IP-based fire station alerting, and automated vehicle locator (AVL) system.
11. The Sheriff shall provide for city network connectivity to support County supported services, including, Zoll patient care reporting, ESO fire records management ("Firehouse"), and CJIS systems.
12. The Sheriff shall provide IP-based fire station alerting system as the essential CAD function for dispatching fire and rescue units. This system will be supported by the city network connectivity provided by the Sheriff's Office.
13. The Sheriff shall provide for the E911 and radio audio recording system, including all hardware and software, is maintained by a third party contractor. This system will remain on the Sheriff's Office network and be available to the Sheriff's audio research staff.
14. The Sheriff shall maintain the surveillance camera systems required to monitor and record activities on the dispatch floor and related Sheriff's

Office areas of the communication center are maintained by a third party contractor. These systems will remain on the Sheriff's Office network and be available to the Sheriff's administrative personnel.

15. In compliance with FBI CJIS Security Policy, the Sheriff will manage physical access control systems to protect sensitive locations within the communications center, including, the dispatch floor, administrative offices, and the data center
16. The Sheriff shall maintain an IT department sufficient to provide the services described in this Participation Agreement. Sheriff's IT will train County IT on any systems that the County is assuming responsibility for through this Participation Agreement.
17. Sheriff shall comply with applicable laws and rules, including the statewide E911 Plan.

II. ONGOING RELATIONSHIP TO PROVIDE COMMUNICATION SERVICES.

A. **COOPERATION.** County and Sheriff agree to cooperate and coordinate in the provision of public safety communication services, including, E911, computer-aided dispatch ("CAD"), and other related communications programs. County and Sheriff agree to exchange or provide access to any information necessary, including, operational performance metrics, to ensure that all communications systems are properly functioning and to optimize performance of all communications systems.

B. **UPGRADES AND CHANGES.** It is mutually acknowledged that during the term of this Agreement it may be desirable to change the scope or extent of the communications services or to have County or Sheriff substitute system items, including equipment, hardware, and software, or provide new system items, including equipment, hardware, and software. The parties also recognize that during the term of this Participation Agreement, additions, changes, or modifications may be necessary or desirable to carry out the intent and purpose of this agreement. The parties agree that they will negotiate in good faith any requested changes to the scope or extent of the services, equipment, hardware, software, or other services proposed by the County or Sheriff.

C. **JOINT OVERSIGHT.** In the event that the County or Sheriff believe that any aspect of the communication center or services are not in compliance with approved plans or applicable laws or rules, or that the communication services are not being completed as required, County or Sheriff shall notify in writing the appropriate other party as soon as practicable after the issue is discovered, as to the issue and reasons why the services are not in compliance.

D. **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. At Sheriff's facilities, the Sheriff may monitor installation work performed by the County or its contractors. Likewise, County acknowledges that the services performed by the Sheriff under 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. County may monitor installation work done by the Sheriff. It is expressly understood and agreed that the facilities used to perform the services of this agreement may have areas where sensitive, confidential, or secure information or items are kept which should not be accessed by some County or Sheriff employees, or sub-contractors without the permission or supervision of the County or Sheriff. County and Sheriff will coordinate to identify such areas of concern prior to accessing a facilities to perform work under this agreement. County and Sheriff reserve the right to remove any employee of the other party or subcontractor of the other party who is working in an area of the facilities where sensitive, confidential, or secure information is located.

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 the MOA or 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 utilize and/or participate in the services and programs 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 provide to the Sheriff the services and programs 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. **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:

County: County of Volusia ATTN: County Manager 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	Participant: Volusia Sheriff's Office ATTN: Sheriff Michael Chitwood 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 E911, COMPUTER AIDED DISPATCH, AND RELATED COMMUNICATIONS PROGRAMS between the Sheriff and the County of Volusia as set forth below.

SIGNATURE ON NEXT PAGE

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
EMPLOYEE BENEFITS PROGRAMS**

THIS PARTICIPATION AGREEMENT FOR EMPLOYEE BENEFITS PROGRAMS (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 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 an independent 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, pursuant to section 112.08, Florida Statute, counties, municipalities, constitutional officers, and special districts of the State of Florida have authority to self-insure any plan for health, accident, and hospitalization coverage or enter into a risk management consortium to provide such coverage, subject to approval of the Florida Office of Insurance Regulation;

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 a program for health plan coverage and other employee benefits plans (“Employee Benefits Program”), for the mutual benefit of each and to provide for the payment of contribution amounts necessary to achieve

and preserve adequate levels of funding and reserve balances to enable payment of the benefits and administrative costs incurred under such programs; and,

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

NOW THEREFORE, the County and Sheriff agree as follows:

I. EMPLOYEE BENEFITS PROGRAM.

- A. **PROGRAM.** The County Council by resolution shall establish the Employee Benefits Program and all procedures for the program. The County, in its sole discretion, shall determine the method and manner through which it provides the Employee Benefits Program under this Participation Agreement.
- B. **PURPOSE.** By this Participation Agreement, the parties intend to participate in the Employee Benefits Program for Employees of Participant, as well as certain eligible Dependents, retirees, and COBRA beneficiaries, all as set forth in the Plan Document, as such term is defined herein. The parties intend to bind themselves to the terms and conditions of this Participation Agreement in accordance with and to the fullest extent allowed by Florida law. The parties intend to establish this Employee Benefits Program for immediate participation by each of them as of the Effective Date.
- C. **DEFINITIONS APPLICABLE TO EMPLOYEE BENEFITS PROGRAM.** Unless the context otherwise requires, words and phrases attached hereto and incorporated herein as Exhibit A shall have the meanings set forth therein.
- D. **SCOPE OF COVERAGE.** This Participation Agreement shall govern the payment, reporting, and administrative obligations of the County and Participant relating to the Employee Benefits Program. This Participation Agreement also establishes a Benefits Review Team and outlines the program membership. Services for the self-funded health plan will be supplied through an "administrative services only" contract with an insurance company or a third party administrator in which such company will perform administrative services including, but not limited to: claims adjudication and payment; customer service; plan administration; provider network; disease management; claims fiduciary responsibility; and reporting. For other employee benefit programs, coverage will be supplied through insurance carriers, specific to the program being offered, through a fully insured contract.

E. WITHDRAWAL AND REENTRY OF PARTICIPANT FROM THE EMPLOYEE BENEFITS PROGRAM.

1. Once admitted to participate in the Employee Benefits Program, Participant may not withdraw from the Employee Benefits Program except at the end of a Plan Year and after complying with the notice requirements set forth in this Participation Agreement. .

2. If the Participant, for any reason, ceased to participate in the Employee Benefits Program, the Participant may petition County Council to re-enter the Employee Benefits Program two (2) years from the date of its removal from the Program. Reentry of the Participant into the Employee Benefits Program shall be conditioned upon entering into a new agreement on mutually acceptable terms. Participant shall only be allowed to re-enter the Employee Benefits Program beginning 12:00 a.m., midnight, January 1 and ending 11:59 p.m., December 31, of the reentry year. Should Participant desire to re-enter the Employee Benefits Program, Participant shall provide written notice of its request to the County Manager no later than twelve (12) months in advance of its desired reentry. Participant shall, upon request of County, timely provide all data requested for an actuarial study to determine the financial impact of its re-entry request on the Employee Benefits Program and reimburse the County for any actuarial study and all related costs.

F. PLAN TERM. The initial term of this Employee Benefits Program begins at 12:00 a.m., midnight, on January 5, 2021 and lasts through 11:59 p.m., on December 31, 2021. Each Plan Year thereafter shall begin at 12:00 a.m., midnight, on January 1st through 11:59 p.m., on December 31st. Except as provided for herein, participation in this Employee Benefits Program shall be automatically renewed each subsequent Plan Year so long as this Participation Agreement remains in effect.

G. MEMBERSHIP. County shall be a participant as well as serve as the Plan Administrator for the Employee Benefits Program. In addition to the County, other participants in this Program for the initial Plan Year are the Volusia Sheriff's Office, the Volusia County Supervisor of Elections, and the Volusia County Property Appraiser. The Volusia County Tax Collector may also become a participant. The County may, at its option, add other participants. Changes in membership for subsequent terms shall not invalidate this Participation Agreement for participants remaining or joining the Employee Benefits Program. Participants remaining in the Employee Benefits Program for subsequent terms shall not be required to enter into a new agreement as a result of such change in membership.

H. REQUIRED PROGRAM CONTRIBUTIONS AND PREMIUMS. Participant is required to remit timely payment of its contributions to the Medical Benefits Fund; timely remittance of premiums collected for other Employee benefits plans; and,

applicable Employee Benefits Program administrative fees in accordance with this Participation Agreement. Participant will pay the annual budgetary amount per budgeted (filled and unfilled) position as well as employee and dependent calculated premiums for Employee's pay cycle, retiree, and COBRA monthly premiums as set by the County.

I. EMPLOYEE ASSISTANCE PROGRAM (EAP) - FITNESS FOR DUTY (MANAGEMENT REFERRALS).

1. Participant will contact the County's Human Resources Director to initiate a fitness for duty through the Employee Assistance Program (EAP) or the Occupational Health Clinic (OHC). Human Resources will initiate the fitness for duty on behalf of the Participant after being provided with all the information concerning the employee. A fit for duty evaluation is utilized when concerns about an employee's competence and/or safety on the job is questioned. It is used to evaluate an employee's ability to perform essential job functions and assess employee's imminent risk of violence to self or to others in the workplace. The fitness for duty evaluation helps the employer:

- a) Gain access to clinical information regarding an employee whose ability to function safely and productively in the work environment is in question;
- b) Obtain information on which to base critical workplace decisions; and,
- c) Provides a narrative report that addresses the County and Participant's questions about the employee's competence and/or safety on the job.

2. The cost of the fitness for duty evaluation for the EAP and/or the OHC will be charged back to the Participant. The current rates are as follows:

(1) EAP -

- (a) \$3,300.00 - *Psychological evaluation*
- (b) \$3,600.00 - *Psychiatric evaluation, and*
- (c) \$4,600.00 - *Neurological evaluation*

(2) OHC - \$415.00 - Physical examination

3. The cost of the fitness for duty evaluation charged by the EAP and/or OHC are subject to change and will be charged at the current rate at the time of the evaluation to the Participant.

J. ANNUAL OPEN BENEFITS ENROLLMENT. The County shall provide an

annual benefits open enrollment for Participant's employees.

1. **No Change to Benefits.** (*Enrollment roll over*). If a Participant's employee wishes to keep all of his or her benefits the same for the following plan year, employee does not have to do anything and the current benefit selections will roll forward into the next plan year. This is inclusive of flexible spending accounts, which will be effective for the next plan year starting January 1 of each year. The Wellness Incentive Dollars and Dependent Health Care Subsidy will not roll over and employees will have to re-elect these selections each year.

2. **Change to Benefits.**

a) If employee wants to make additions, deletions, or changes to enrollment in the medical, dental, vision, flexible spending account plans, and/or accident off the job insurances, Participant's employee will have to log into the Employee Self Service (ESS). If Participant elects to not participate in the County payroll system, Participant will define how their participating employees will make additions, deletions, or changes in the medical, dental, vision, flexible spending account plans and/or accident off the job insurances.

b) After the County conducts an annual open enrollment, if Participant is not utilizing the County's payroll system, Participant shall enter its employee's additions, deletions, or enrollments to the benefits vendors and enter the elected benefits enrollment employee information into its payroll system. If the Participant is not participating in the County payroll system, the Participant shall be solely responsible for properly updating its employee's benefit choices and ensuring the correct amount is deducted from the employee's pay.

K. REQUIRED ELIGIBILITY INFORMATION.

1. If Participant is utilizing the County's payroll system, Participant will be required to provide Human Resources with the following eligibility information:

a) Names of Employee and names of their Dependents, each County employee ID number, social security numbers, addresses, dates of birth, gender, beneficiaries, coverage options, and tiers elected. Eligibility information is gathered at new employee orientations, qualifying events, terminations from employment, and during the annual open enrollment. This information is required to complete benefit selections at a new employee orientation, when a qualifying event is

reported (birth, marriage, divorce, death, etc.), when a termination of employment takes place, after the annual open enrollment, and when an employee retires.

b) Any time an Employee adds a Dependent to a benefits plan a marriage certificate for spouse, a birth certificate for child, and a social security card for the Dependent must be sent to Human Resources.

2. If Participant is not utilizing the County's payroll system, Participant is to submit the required eligibility information as outlined in subparagraph II.K.1. above directly to the applicable insurance companies of the County's benefits plans and the County's applicable administrative companies. Anytime an Employee adds a Dependent to a benefits plan, a marriage certificate, a birth certificate, and a social security card for Dependent must be obtained from the employee by the Participant, if Participant is not utilizing the County's payroll system.

3. Each Participant shall utilize the County's applicable administrative vendors, which includes COBRA, retiree billing administrator, and Flexible Spending Account (FSA) administrator(s) used by the County and shall comply with all requirements of such COBRA, retiree, and FSA administrator(s).

L. **FUNDING.** County shall develop premiums and budgetary amounts, and any plan changes for all employee benefits plan options. County will annually determine scheduled premium charges based on, including, but not limited to, claims experiences, program structure, coverage levels, administrative expenses, Claims Reserves requirements, and other relevant factors. Subsequent to approval by the County, premiums, budgetary amounts, and benefit plan design shall be transmitted to Participant in July of each Plan Year as outlined herein.

M. **CONTRIBUTIONS.**

1. The County will pay the annual budgetary amount per budgeted (filled and unfilled) position, Employee and Dependent calculated premiums for Employee's pay cycle, retiree, and COBRA monthly premiums as set by the County for Participant, if Participant is participating in the County payroll system and the employee contributions are collected. If Participant is utilizing the County's payroll system, Participant does not have to perform audits of Employee's premiums for Employee's elected benefits.

2. If Participant is not utilizing the County's payroll system, Participant will have to pay the annual budgetary amount per (filled and unfilled) budgeted position, Employee and Dependent calculated premiums for

Employee's pay cycle, retiree, and COBRA monthly premiums as set by the County and enter the premiums into their payroll system. If Participant is not utilizing the County's payroll system, Participant will also have to perform audits of Employee premiums for Employee elected benefits and is not entitled to any surplus or reserve in the Medical Benefits Fund nor responsible for funding any deficits.

N. **CLAIMS RESERVE.** County shall be responsible for maintaining the self-funded health plan Claims Reserves required by state laws and regulations and based on sound actuarial and accounting principles. The County may purchase stop loss insurance to protect against catastrophic claims of individuals enrolled in the Employee Benefits Program.

O. **DEFERRED COMPENSATION (457 PLAN).**

1. Employees of the Participant may participate in the County's deferred compensation plan ("457 Plan"), the 457 Plan is an optional retirement plan offered to public employees to set aside money from each paycheck toward retirement. The County does not match or provide any contributions into the 457 Plan.

2. The County retains a third party vendor to manage its retirement investments, including, the 457 Plan. The County will provide Participant's employees with the information regarding the vendor managing its 457 Plan.

3. Participants utilizing the County's payroll system will go through Human Resources for plan elections, terminations, and changes to a Participant employee's deferred compensation account in the County's payroll system.

4. If Participant is not utilizing the County's payroll system, he or she will have to enter plan elections, terminations, and changes to a Participant employee's deferred compensation account in to his or her own payroll system and make the appropriate deductions from each employee paycheck. The Participant shall be responsible complying with the County's policies and procedures for making and accounting for his or her employee's participation in the 457 Plan.

P. **PRE-TAX PREMIUM PLAN (IRS §125).**

1. The County established and is governed by a Flexible Spending Benefits Plan within the meaning of a qualifying plan under Section 125 of the Internal Revenue Code of 1986 as amended (Section 125 Plan) for Participant agencies and all their eligible employees and eligible dependents. The County's Section 125 Plan identifies the pre-tax benefits and currently include: pre-tax employee premium expenses for the County's Medical, Dental, and Vision Plans; and the

County's Flexible Spending Accounts. Contributions made or withheld for Flexible Spending Accounts shall be credited to the County's Section 125 Plan fund account. All other County insurances will be paid with after tax dollars (i.e., short term disability, supplemental life insurance, off-the-job accident, cancer, critical illness, and heart stroke).

2. Once an eligible employee elects to participate in the Section 125 Plan, they cannot add, drop or change coverages until the Annual Open Enrollment unless there is a Change in Status (qualifying event) such as marriage, divorce, death, birth, etc. In the case of a Change in Status, the eligible employee has 31-days from the date of the event to make any changes.

3. Participant agencies utilizing the County's payroll system will go through the County's Human Resources for plan elections, payroll deductions, Changes in Status, terminations and changes to an eligible employee's contributions.

4. Participant agencies not utilizing the County's payroll system will have to enter plan elections, payroll deductions, terminations and changes to an eligible employee's contributions into their payroll system. These Participants will also have to do the following:

a) Medical Plan and Flexible Spending Accounts - Employee plan elections, terminations, eligibility reconciliations, and payroll deductions are to be sent to the County within three (3) business days of each payroll deduction.

b) Dental, and Vision Plans and All Other Insurance Plans - Employee payroll deductions, plan elections, terminations, and eligibility reconciliations are to be sent directly to the applicable plan carrier on a bi-weekly basis.

c) Changes in Status during the Plan Year will be referred to the County's Human Resources for compliance determination.

Q. ACCOUNTING.

1. Accounting of the operations of the Employee Benefits Program shall be performed in accordance with generally accepted governmental accounting principles and Florida law.

2. The County will perform or cause to be performed a health plan claims audit of the ASO Contract Provider on an annual basis.

3. County Human Resources shall prepare, or cause to be prepared, the annual self-funded health plan report required by section 112.08, Florida

Statutes, within three (3) months of the end of each Plan Year, with the required actuarial statement, prepared by an independent actuarial firm.

R. BENEFITS REVIEW TEAM.

1. The Benefits Review Team is comprised of representatives from the County Human Resources Department, who will serve as the Team Coordinator, and representatives from the Participant and any other participating Constitutional Officers of the County.

2. The Benefits Review Team will meet regularly to receive Employee Benefits Program updates, information on current and new benefit initiatives, annual costs of premiums and contributions, and benefits renewals. The County shall determine the schedule for these meetings.

S. YEAR END RECONCILIATION. The County at the end of each Plan Year shall reconcile its self-insurance accounts. Any resulting surplus or forfeitures shall be deposited into the County Self Insurance Fund for the benefit of all participants.

T. ASO CONTRACT PROVIDER. The daily operations of the County's self-funded health plan will be conducted by the ASO Contract Provider in accordance with the terms of the administrative services contract in effect with the County. The ASO Contract Provider will process claims covered by this Participation Agreement and provide other administrative services which may include: claims adjudication and payment; customer service; plan administration; provider network; disease management; claims fiduciary responsibility; and claims reporting services. Health plan claims approved by the ASO Contract Provider shall be paid from the Medical Benefits Fund in accordance with the Plan Document.

U. TERMINATION, WITHDRAWAL, AND REMOVAL. This Agreement may be terminated or the membership of any Participant, other than County, may be terminated as follows:

1. **Termination.** This Agreement may be terminated by the County. The County will provide notice of any such termination by June 1 of the then existing Plan Year. The effective date of such termination shall be 11:59 p.m., December 31 of the following Plan Year. (i.e. termination notice provided on June 1, 2021 would be effective at 11:59 p.m., December 31, 2022).

2. **Withdrawal.** To withdraw from the Program and from this Participation Agreement, the Participant shall provide written notice of withdrawal to the County on or before June 1 of the then existing Plan Year. The effective date of such withdrawal shall be effective 12:00 a.m., on January 1st of the following Plan Year. (i.e. notice of withdrawal provided June 1, 2021 would be effective at 12:00 a.m. on January 1, 2022). Health plan

claims incurred beyond this date by Participant's employees, in the event of withdrawal, shall not be paid from the Medical Benefits Fund. In the event of withdrawal, Participant shall remain liable for any contributions due on or prior to the effective date of the withdrawal. Subsequent to withdrawal, Participant will receive no services of the Program.

3. **Removal.** Participant may be removed from the Program upon the action of the County Council. Reasons for removal including, without limitation, failure to timely remit contributions to the Medical Benefits Fund; failure to remit required premiums and/or applicable Program administrative fees; failure to timely submit required reports; or engagement in activities which adversely affect the operation of the Program. Prior to County Council action, notice of proposed removal shall be delivered to the Participant in writing. The notice shall state the reasons for the proposed removal and provide a time period within which these may be corrected. Removal shall take effect on the first day of the next ensuing month following County Council action on the removal. Claims incurred beyond this date by expelled Participant shall not be paid from the Medical Benefits Fund. Following removal, Participant shall remain liable for any contributions due on or prior to the effective date of removal. Subsequent to removal, Participant shall receive no services of the Program.

4. **Participant Reinstatement in Program.** If Participant withdraws from the Program, Participant will not be eligible to re-enter the Program for a minimum of two (2) years from the date of withdrawal. If Participant is removed from the Program, Participant shall provide written notice of its request to re-enter the Program to the County Manager no later than twelve (12) months in advance of its desired reentry. Reinstatements will occur on January 1 of the Plan Year following reentry being granted.

II. 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 the MOA or 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, this Participation Agreement shall 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.

III. TERM AND RENEWAL.

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.

IV. 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.

V. 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, as set forth herein 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 the 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 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:

County: County of Volusia ATTN: County Manager 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	Participant: Volusia Sheriff's Office ATTN: Sheriff Michael Chitwood 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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SIGNATURE BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this PARTICIPATION AGREEMENT FOR EMPLOYEE BENEFITS PROGRAMS between the Volusia Sheriff's Office 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
EMPLOYEE BENEFITS PROGRAM
DEFINITIONS

- (a) *ASO Contract Provider*: Cigna Health and Life Insurance Company, or any subsequent insurance company, or health plan third party administrator, selected by the County, which shall function as the administrative entity for this Agreement and Program, and whose related expense will be provided accordingly as approved by the County.
- (b) *Benefits Review Team*: means a group comprised of representatives from the County Human Resources Department, who will serve as the Team Coordinator, and representatives from Participant and other Participating Independent Constitutional Officers of the County. The Benefits Review Team will meet regularly to receive: Program updates; information on current and new benefit initiatives; annual costs of premiums and contributions; and benefit renewals.
- (c) *Claims Reserve*: amount of funds set aside in a reserve account to meet the Florida Department of Financial Services actuarial requirements for approval of the Program, for catastrophic large claims protection, for unexpected claims trends, for County health promotion programs, and for funds to help stabilize future premiums.
- (d) *COBRA*: meaning ascribed to such term in the Plan Document.
- (e) *County*: County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- (f) *Dependent*: meaning ascribed to such term in the Plan Document
- (g) *Employee*: meaning ascribed to such term in the Plan Document.
- (h) *Employee Benefit Program*:
 - a. The County's self-funded program for medical/prescription drug plan coverage; and,
 - b. Other Employee benefit plans including but not limited to:
 - i. County paid plans:
 - a. Basic Life and AD&D Insurance (1 times annual salary)
 - b. Long Term Disability (LTD)
 - c. Employee Assistance Program (EAP)
 - d. Dependent Health Care Subsidy
 - e. Wellness Incentive Program
 - f. Retirement Supplement Program

EXHIBIT A
EMPLOYEE BENEFITS PROGRAM
DEFINITIONS

- ii. Employee paid (voluntary) plans:
 - a. Dental
 - b. Vision
 - c. Supplemental Life Insurance
 - d. Short Term Disability
 - e. Critical Illness, Cancer, Heart/Stroke, Accident Insurance
 - f. Flexible Spending Accounts
 - g. Deferred Compensation Plan (457)
- (i) *Fiscal Year*: each budget year of the County, which begins on October 1 and ends September 30 of each year.
- (j) *Human Resources*: benefits office of the County.
- (k) *Medical Benefits Fund*: County fund used to account for the total amount of premium contributions by all participants in the self-funded health plan, pharmacy rebates received, all health plan reserves, any other funds pertaining to the self-funded health plan, and the investment earnings on all such monies and constitutes the source of money for all expenses of the self-funded health plan, including, without limitation, the payment of claims, plan management expenses, and administrative expenses subject to annual review by the County.
- (l) *Plan Administrator*: the County.
- (m) *Plan Document*: summary plan document setting forth the terms and conditions of health plan coverage and eligibility requirements. The term is also used for the benefit documents for other employee benefit plans setting forth the terms and conditions of benefit coverage and eligibility requirements.
- (n) *Plan Year*: the calendar year term of the Employee Benefits Program and any subsequent calendar year term.
- (o) *Employee Benefits Program*: County Employee Benefit Program.
- (p) *Retiree*: meaning ascribed to such term in the Plan Document.

**PARTICIPATION AGREEMENT FOR
SELF-INSURANCE PROGRAMS**

THIS PARTICIPATION AGREEMENT FOR SELF-INSURANCE PROGRAMS (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 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 an independent 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, pursuant to section 112.08, Florida Statutes, counties, municipalities, constitutional officers, and special districts of the State of Florida have authority to self-insure any plan for health, accident, and hospitalization coverage or enter into a risk management consortium to provide such coverage, subject to approval of the Florida Office of Insurance Regulation;

WHEREAS, pursuant to section 768.28(16), Florida Statutes, the state, its agencies, and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to section 768.28, Florida Statutes;

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 a self-funded program for risk management (“Self-Insurance Program”), for the mutual benefit of each and to provide for the payment of contribution amounts necessary to achieve and preserve adequate levels of funding and reserve balances to enable payment of the benefits and administrative costs incurred under such programs; and,

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

NOW THEREFORE, the County and Sheriff agree as follows:

I. SELF-INSURANCE PROGRAM.

A. **PROGRAM.** The County Council by resolution shall establish the Self-Insurance Program and all procedures for the program. The County, in its sole discretion, shall determine the method and manner, through which it provides the Self-Insurance Program under this Participation Agreement.

B. **COVERAGES PROVIDED.** The Self-Insurance Program consists of self-insurance, administration, and insurance policies to appropriately absorb or transfer risk from County and Participant operations. The purpose of the Self-Insurance Program is generally to manage the risks associated with the County’s operations and Participant’s operations; provide uniform and centralized self-insurance for Automobile Liability, General Liability, Workers' Compensation, Employment-Related Practices Liability, Professional Liability, and to provide insurance coverage for such other risks as may from time to time be added, amended, or removed by the County’s Risk Manager or County’s designee.

C. **DEFINITIONS APPLICABLE TO SELF-INSURANCE PROGRAM.** Unless the context otherwise requires, words and phrases used in this Participation Agreement are defined in Exhibit A, attached hereto and incorporated herein.

D. SCOPE OF COVERAGE.

1. **In General.** The Self-Insurance Program shall cover all officials, officers, employees, and volunteers of the Participant while acting within the course and scope of their duties. It is intended that the Self-Insurance Program shall only cover such officials, officers, employees, and volunteers of the Participant while acting in the scope and course of their employment while acting in good faith and in the best interests of the Participant. By participating in the Self-Insurance Program, Participant does not intend to waive sovereign immunity. The County reserves the

right to assert sovereign immunity to the extent allowed by law and to assert restrictions, conditions, and limitations on the settlement of Claims and payments of judgments, as set forth in applicable state or federal law.

2. **Self-Insurance Program.**

a) **Specimen Policies.** The County will assemble, maintain, and distribute to the Participant, copies of Specimen Policies for Automobile Liability, General Liability, Workers' Compensation, Professional Liability, and Employment-Related Practices Liability. Unless the context otherwise requires, words and phrases used in the Specimen Policies shall be defined within the Specimen Policies. To the extent that there is any conflict between the definitions contained in Exhibit A and the definitions contained in the Specimen Policies, the definitions contained in the Specimen Policies shall control.

b) **Modification of Specimen Policies.** Periodically, the County may modify the Specimen Policies by adding, removing, or amending the forms and endorsements attached. When such modifications are made, Participant will be provided with copies of the revised Specimen Policies and all attached forms at least sixty (60) days prior to the effective date of any change.

c) **Specimen Policies Reservation.** The County utilizes insurance industry forms and standards in its Specimen Policies which are specifically identified in this Agreement which may be amended or replaced from time to time in the sole discretion of the Risk Manager or County's designee. County reserves the right to utilize any source of form or standard for its Specimen Policies. If changes are made, Participant shall be provided with copies of any changed Specimen Policies and all attached forms at least sixty (60) days prior to the effective date of any changes.

d) **Automobile Liability.** The Specimen Policy for Automobile Liability will be based upon the liability coverage section of the most recent version of the Business Auto Coverage Form, Form CA 00 01, as issued by the Insurance Services Office, Inc., and with Symbol 1 ("any auto") selected. The Specimen Policy for Automobile Liability will also include designated endorsements as selected by the County. Where possible, such endorsements modifying the Specimen Policy for Automobile Liability may be selected from the forms and endorsements issued by the Insurance Services Offices, Inc., and approved for use by insurance companies in the State of Florida.

e) **General Liability.** The Specimen Policy for General Liability will be based upon the most recent version of the Commercial General Liability

Coverage Form, Form CG 00 01, as issued by the Insurance Services Office, Inc. The Specimen Policy for General Liability will also include designated endorsements as selected by the County. Where possible, such endorsements modifying the Specimen Policy for General Liability may be selected from the forms and endorsements issued by the Insurance Services Offices, Inc., and approved for use by insurance companies in the State of Florida.

f) Workers' Compensation. The Specimen Policy for Workers' Compensation will cover all liabilities of Participant arising under Chapter 440, Florida Statutes, and will be based upon the most recent version of the Workers' Compensation and Employer's Liability Insurance Policy Form, Form WC 00 00 00 C, as issued by the National Council on Compensation Insurance. The Specimen Policy for Workers' Compensation will also include designated endorsements as selected by the County. Where possible, such endorsements modifying the Specimen Policy for Workers' Compensation may be selected from the forms and endorsements issued by the National Council on Compensation Insurance and approved for use by insurance companies in the State of Florida.

g) Professional Liability. The Specimen Policy for Professional Liability will be based upon the most recent version of the Professional Liability Coverage Form, Form MI 00 01, as issued by the Insurance Services Office, Inc. The Specimen Policy for Professional Liability will also include designated endorsements as selected by the County. Where possible, such endorsements modifying the Specimen Policy for Professional Liability may be selected from the forms and endorsements issued by the Insurance Services Offices, Inc., and approved for use by insurance companies in the State of Florida.

h) Employment-Related Practices Liability. The Specimen Policy for Employment-Related Practices Liability will be based upon the most recent version of the Employment-Related Practices Liability Coverage Form, Form EP 00 01, as issued by the Insurance Services Office, Inc. The Specimen Policy for Employment-Related Practices Liability will also include designated endorsements as selected by the County. Where possible, such endorsements modifying the Specimen Policy for Employment-Related Practices Liability may be selected from the forms and endorsements issued by the Insurance Services Office, Inc., and approved for use by insurance companies in the State of Florida.

i) Claim Costs and Administrative Expenses. The Self-Insurance Program covers all claim costs and administrative expenses, which are covered by the Automobile Liability, General Liability, Workers'

Compensation, Professional Liability, and Employment-Related Practices for the Participant.

3. **Policies of Insurance Issued by Carriers.** The scope of coverage for insurance policies issued by insurance companies shall be governed by the terms and conditions of the specific insurance policies.

E. UTILIZATION OF THE COUNTY ATTORNEY IN SELF-INSURANCE MATTERS.

1. This section is intended to supersede and replace references to legal services in the Memorandum of Agreement and provide additional detail.

2. Following the Effective Date and as a condition of participating in the Self-Insurance Program, the Sheriff elects to continue to utilize the County for the handling and defense of all liability matters covered by the self-insurance programs. The handling and defense of such liability matters includes pre-litigation and litigation of all claims and proceedings.

3. The Self-Insurance Program utilizes the legal services of the County Attorney to provide uniform and centralized self-insurance to the County and the Participating Independent Constitutional Officers. Participant acknowledges that the County Attorney provides additional legal services to the County. Because their operations are diverse, it is possible that the County and Participant may develop adverse interests in matters, such as budgetary disputes, in which the County Attorney represents the County. Participant acknowledges he will need to retain separate counsel if it requires legal services in matters adverse to the County. Participant maintains the right to retain independent counsel at his own expense at any time.

4. As a condition of participating in the Self-Insurance Program, Participant agrees that the County Attorney may represent the County in matters adverse to Participant while representing Participant in substantially unrelated matters. For purposes of this section, "the County" may include any employees, officials, agents, or other persons and entities represented by the County Attorney.

5. Should adverse interests develop in a matter, Participant agrees to provide informed consent to the continued representation of the County Attorney in all substantially unrelated Self-Insurance Program matters if: (1) the County Attorney reasonably believes he or she will be able to provide competent and diligent representation to each affected participant in the Self-Insurance Program; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a position adverse to another participant in the Self-Insurance

Program when the County Attorney represents both participants in the same proceeding before a tribunal.

6. If the County Attorney concludes that Participant should not agree to representation by the County Attorney in a Self-Insurance Program matter due to the County Attorney's representation of the County in a substantially unrelated matter, the County shall select appropriate conflict counsel to represent Participant at the expense of the Self-Insurance Program. If Participant does not consent to the representation offered by the County Attorney, Participant may receive the benefits of the Self-Insurance Program if it retains mutually agreeable conflict counsel at his own expense.

F. UTILIZATION OF COUNTY ATTORNEY FOR OTHER MATTERS.

1. This section is intended to supersede and replace references to legal services in the Memorandum of Agreement that fall outside the scope of Section I, Paragraph E of this Participation Agreement.

2. On January 5, 2021, except as to matters agreed to herein, the Sheriff will employ a separate and independent legal advisor / general counsel to provide legal representation. On January 5, 2021, the County and Sheriff agree that an assistant county attorney position and paralegal position shall be transferred from the County Attorney to the Sheriff to fill the position of legal advisor / general counsel to the Sheriff. Said positions will cease to be County employees on January 4, 2021 at 11:59 AM and shall become employees of the Sheriff on January 5, 2021 at 12:00 AM.

3. Following the Effective Date, the Sheriff elects to continue to utilize the County for handling and prosecution of risk protection orders pursuant to applicable state laws.

4. The Sheriff may seek, at any time, to utilize the County for additional legal services not explicitly set forth in this or any other participation agreement. Upon such request, the Sheriff and County Attorney shall confer and decide the extent of any requested additional legal services in the absence of an irreconcilable conflict.

5. The Sheriff acknowledges that the County Attorney also provides legal services to the County. Because their operations are diverse, it is possible that the County and Sheriff may develop adverse interests in matters, such as budgetary disputes, in which the County Attorney represents the County. Sheriff acknowledges he will need to retain separate counsel when Sheriff requires legal services in matters adverse to the County. Sheriff maintains the right to obtain independent counsel at his own expense at any time.

6. As a condition of entering into this Participation Agreement, Sheriff agrees that the County Attorney may represent the County in matters adverse to the Sheriff while representing the Sheriff in substantially unrelated matters. For purposes of this section, “the County” may include any employees, officials, agents, or other persons and entities represented by the County Attorney.

7. Should adverse interests develop in a matter, Sheriff agrees to provide informed consent to the continued representation of the County Attorney in substantially unrelated matters if: (1) the County Attorney reasonably believes he will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a position adverse to another client when the County Attorney represents both clients in the same proceeding before a tribunal.

8. If the County Attorney concludes that Sheriff should not agree to representation by the County Attorney in a matter due to the County Attorney’s representation of the County in a substantially unrelated matter, Sheriff shall retain independent counsel at his own expense.

9. Notwithstanding other provisions of this Participation Agreement, the Sheriff or County Attorney may terminate Section I, Paragraph F pertaining to Utilization of County Attorney for Other Matters at any time and discontinue these legal services provided for in Section I, Paragraph F upon written notice or decline representation on any matter at any time upon written notice.

G. WITHDRAWAL AND REENTRY OF PARTICIPANT FROM THE SELF-INSURANCE PROGRAM.

1. Once admitted to participate in the Self-Insurance Program, Participant may not withdraw from the Self-Insurance Program except at the end of a Fiscal Year and after complying with the notice requirements as set forth in Section II, Paragraph C of this Participation Agreement.

2. Participant may petition County Council to re-enter the Self-Insurance Program two (2) years from the date of its removal from the Program. County Council retains the sole discretion to allow reentry and establishment of any terms and conditions upon reentry. Participant shall only be allowed to re-enter the Self-Insurance Program on October 1 of each Fiscal Year. Should Participant desire to re-enter the Self-Insurance Program, Participant shall provide written notice of its request to the County Manager no later than twelve (12) months in advance of the desired reentry date. Participant shall, upon request of County, timely provide all data requested for an actuarial study to determine the financial impact on the Self-

Insurance Program and reimburse County for the actuarial study and all related costs.

H. SELF-INSURANCE PROGRAM FUNDING.

1. Annually, the County's budget office will determine the Annual Self-Insurance Premium Amount for Participant for the ensuing Fiscal Year no later than the end of the first full business week in April.

2. County will notify the Participant in writing of the Annual Self-Insurance Premium Amount, which shall be paid timely as a condition of participation in the Self-Insurance Program.

I. SETTLEMENT AND SPECIAL COUNSEL.

1. Settlement of Claims.

a) Claims arising from any of the risks covered by the Self-Insurance Program shall be settled in accordance with all ordinances and County Council resolutions governing the Self-Insurance Program.

b) County is authorized to settle all Claims on behalf of Participant covered under the Self-Insurance Program.

2. Notwithstanding anything in the County Code of Ordinances or County Council Self-Insurance Resolutions, the County Attorney is authorized to employ outside counsel and special counsel, from time to time, to perform legal services in connection with Claims asserted against the Self-Insurance Program and Participant.

3. Subject to the right of review of the County Manager and Sheriff, all strategic decisions related to the settlement and administration of Claims covered by the Self-Insurance Program, not otherwise provided for herein, including but not limited to decisions related to the expenditure of costs and decisions to appeal, shall be made by the County, including, but not limited to, by the County Risk Manager after consultation, as appropriate, with the Sheriff or County Attorney's office.

J. SUBROGATION RIGHTS. In all instances where the Self-Insurance Program makes any payments on behalf of Participant in relation to any Claim, the County shall be subrogated to all rights of the Participant against any third parties that are potentially liable or responsible for the Occurrence that gave rise to the Claim. The Participant shall do nothing after the Occurrence has transpired to impede such rights of the County.

K. ADMINISTRATION AND PURCHASE OF INSURANCE POLICIES. The

County is authorized to purchase insurance to protect the Participant and County against property and casualty risks for which the County has determined that a need has arisen for the purchase of such insurance coverages so as to transfer some or all of the risks to third parties. The County is authorized to effectuate and contractually bind coverage on behalf of the Participant.

L. INSURANCE POLICY PREMIUMS. All premiums paid by the County for the purchase of insurance policies outside of the Self-Insurance Program shall be chargeable to Participant, other participating constitutional officers of the County, departments, divisions, agencies, offices, and organizational units of the County covered under said insurance policies. Any surplus of funds chargeable to various departments, divisions, agencies, offices, and organizational units of the County for insurance premiums shall be retained by the County in a County reserve fund. Any surplus of funds chargeable to the Participant or other participating constitutional officers of the County for insurance premiums shall likewise be retained by the County.

M. INSURANCE POLICY DEDUCTIBLES AND SELF-INSURED RETENTIONS. The insurance policies purchased by the County may be subject to deductibles and self-insured retentions. To the extent that it can be reasonably segregated and the County pays any deductible or self-insured retention on behalf of Participant, the County shall be authorized to charge the cost of payment to the Participant.

N. PARTICIPANT INSURANCE REQUESTS.

1. The County may elect to purchase insurance policies upon written request of a Participant related to the Participant's operations not otherwise covered by the Self-Insurance Program and at the discretion of the County that includes coverage for Participant.

2. The Participant shall be responsible for the portion of the premium attributable to its inclusion in those insurance policies. Any surplus of funds chargeable to Participant shall be retained by the County.

3. The County shall charge the cost of payment back to the Participant to the extent the County pays any deductible or self-insured retention on behalf of the Participant.

4. If Participant elects to withdraw from his participation in an insurance policy that was obtained for the Participant at his request and the Participant is the only named insured on the policy, Participant shall give notice of such intent to withdraw from that policy, in writing, no later than 120 days prior to the expiration of the insurance policy at issue. Once notice has been given, it cannot be rescinded during that policy period.

O. INSURANCE CLAIMS, SETTLEMENTS, AND PROCEEDS.

1. The County shall be authorized to make and settle Claims on behalf of the County and any Participant covered under a policy of insurance obtained by or through the County. County will keep Participant informed of Claims and consult with Participant regarding the settlement of Claims.

2. The County shall be authorized to receive payment of insurance proceeds from the insurance companies in settlement of Claims on behalf of all parties covered under a policy of insurance obtained by or through the County. The County shall be entitled to deduct any costs incurred in adjudicating such Claim, including deductible and self-insured retention payments, from such proceeds before forwarding any net proceeds to Participant for the suffered Loss.

P. SALVAGE AND RECOVERY RIGHTS. The County shall have the right to release, on behalf of Participant, all rights of salvage and recovery to any insurance company that pays a covered Claim. To the extent the County incurs costs in the adjudication of an insured Claim against Participant's property, including costs incurred satisfying a deductible or self-insured retention, the County shall be entitled to assume the rights of salvage and recovery of the Participant's property so that the County may recover such incurred costs.

Q. RECOVERIES.

1. The County is authorized to pursue, collect, and retain Participant Recoveries and General Recoveries from third parties in relation to the payment of any Claims.

2. The Participant shall cooperate with the County to pursue and collect Participant Recoveries and General Recoveries from third parties in relation to the payment of any Claims.

R. PARTICIPANT RECOVERIES. Participant Recoveries shall be credited against the Participant's Claim that generated the recovery of funds.

S. COUNTY INSURANCE AND INDEMNIFICATION STANDARDS.

1. Insurance and Indemnity Reviews. The County shall be responsible for reviewing and approving all proposed insurance and indemnity provisions, including any limitation on liability provisions in favor of a third party, in:

a) All Participant contracts, including, but not limited to, construction

contracts, vendor agreements, leases, easements, license and use agreements, permits, applications, grants, and all other agreements;

b) All Participant bid and procurement documents; and,

c) Any Participant personnel or related policies that have the potential of expanding or creating Workers' Compensation benefits not provided under Chapter 440 of the Florida Statutes.

2. Drafts of Participant proposed contracts, procurement documents, and any other document with an insurance or indemnity provision shall be provided to the County for review and approval not less than thirty (30) days prior to the execution, release, or submission for execution of such documents.

T. STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS.

The County is authorized, subject to the concurrence of the County Attorney, to develop standard insurance and indemnification requirement terms and conditions to be used in all Participant contracts, agreements, leases, use agreements, and procurement documents. Any limitation on any liability provision in favor of a third party contained in a Participant contract, agreement, use agreement, or procurement document, shall be subject to the County's review and approval.

U. PARTICIPANT-PRODUCED EVENTS.

1. The County shall be responsible for the establishment, review, and approval of the insurance and indemnification provisions to be required of all vendors and participants in Participant-Produced Events.

2. Participant agrees to submit all Participant-Produced Events to the County Risk Manager for approval of insurance, indemnification provisions, or waivers at least thirty (30) days prior to the scheduled date on which the event will begin or occur.

3. County Risk Manager will not unreasonably withhold approval of a Participant-Produced Event, so long as the Participant agrees to indemnify the County from all liability, obtains adequate insurance coverage for the event, including, naming the County as an additional insured, and requires appropriate waivers, which include a hold harmless provision, from all participants.

V. INSURANCE REVIEW MEETING. The County, who will serve as the meeting coordinator. The Sheriff will periodically consult as necessary with the County or its designee to discuss the Self Insurance Program, coverage updates, information on current and new coverages, annual costs of premiums and contributions, and insurance renewals.

II. **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. The initial term of this Self Insurance Program shall begin at 12:00 a.m., on January 5, 2021 and last through 11:59 p.m. on September 30, 2021.

B. **RENEWAL.** Except as provided for herein as to specific insurance policies, participation in this Self-Insurance Program shall be automatically renewed each subsequent October 1st for a full fiscal year, so long as this Participation Agreement remains in effect.

C. **NOTICE OF TERMINATION.** The Sheriff shall continue to utilize and/or participate in the Self-Insurance Program as set forth in this Participation Agreement, unless the Sheriff provides written notice to the County Manager before 5:00 p.m. on April 1. The County shall continue to provide to the Sheriff the services and programs set forth in this Participation Agreement unless the County Manager provides written notice to the Sheriff before 5:00 p.m. 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.

III. **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.

IV. **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 the MOA or 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.

V. **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 Agreement, as set forth herein 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 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 SELF-INSURANCE PROGRAMS between the Volusia Sheriff's Office and the County of Volusia as set forth below.

VOLUSIA SHERIFF'S OFFICE

COUNTY OF VOLUSIA,
FLORIDA

By: _____
Sheriff Michael Chitwood

By: _____
Ed Kelley
County Chair

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

[Printed name and title]

By: _____
George Recktenwald
County Manager

EXHIBIT A

SELF-INSURANCE PROGRAM DEFINITIONS

- (a) *Annual Self-Insurance Premium Amount*: the amount that Participant is required to pay into the Self-Insurance Program for the purpose of coverage for the ensuing fiscal year.
- (b) *Automobile Liability*: that which is deemed payable under the terms and conditions of the most recent edition of the Specimen Policy for Automobile Liability as kept on file with the County.
- (c) *Claim*: a demand by an individual or entity, made against Participant, to recover money as a result of a loss that is covered by either the Self-Insurance Program or by a policy maintained in the Miscellaneous Insurance Program.
- (d) *General Liability*: that which is deemed payable under the terms and conditions of the most recent edition of the Specimen Policy for General Liability as kept on file with the County Risk Management Office.
- (e) *General Recoveries*: those amounts which are recovered from third parties as a result of Occurrences of property damage or other losses suffered by the County.
- (f) *Loss*: a monetary liability resulting from an Occurrence against Participant under the coverages provided by this Agreement.
- (g) *Occurrence*: an Accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- (h) *Participant Produced Event*: any event organized and managed by Participant.
- (i) *Participating Independent Constitutional Officers*: Volusia County Property Appraiser, Volusia County Supervisor of Elections, and Volusia County Tax Collector.
- (j) *Risk Manager*: the person employed by the County as the risk manager.
- (k) *Self-Insurance Program*: collectively, the Self-Insurance Program established by County ordinance or County Council resolution, and all property & casualty related insurance policies maintained by or through the County and any related activities and responsibilities delegated to the County's Risk Division.
- (l) *Specimen Policy or Policies*: the insurance form that shall be used to determine whether the Self-Insurance Program will be responsible for administering, adjusting and paying any Claim or Occurrence which is submitted to the Self-Insurance Program by Participant.
- (m) *Workers' Compensation*: that which is deemed payable under the terms and conditions of the most recent edition of the Specimen Policy for Workers' Compensation as kept on file with the County.