

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM
(Continued from 5/27/03 for additional briefings)

SUBJECT: Assignment of Duties, Responsibilities, and Personal of Code Enforcement to the Seminole County Sheriff's Office

DEPARTMENT: Planning & Development **DIVISION:** Building & Fire Prevention

AUTHORIZED BY: Donald Fisher  **CONTACT:** Matt West  **EXT.** 7353
and Chief Penny Fleming

Agenda Date 06/10/03 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION: Approve Interlocal Agreement between the Seminole County Sheriff's Office and Seminole County, assigning duties, responsibilities, and personnel for Code Enforcement to the Seminole County Sheriff's Office; and authorize the Chairman to execute the document.




(Chief Penny Fleming and Don Fisher, Director)

BACKGROUND:

Over six months ago, Sheriff Eslinger and the County Manager commenced a pilot program in an effort to improve services provided by the County's Code Enforcement Office. Service issues included responsiveness, communication, respect for the authority of the inspector, and the general perception of code enforcement.

The pilot program transferred one Code Enforcement Officer to the Sheriff's Office to work out of the neighborhood substation that supports the Fern Park area. In addition to working out of the substation, the officer was provided with uniforms similar to those worn by Deputy Sheriffs, and the officer's vehicle was re-stripped to indicate the association with the Sheriff's Office. The belief behind the project was that the effectiveness and responsiveness of compliance would improve due, in part, to:

- Officers limited to a geographic location will know their community better. They will be able to build relationships with the citizens;
- Sheriff's Office support will give greater stature and respect to the position that will foster compliance;
- Sheriff Officers may be able to assist at a limited level with code compliance enforcement. This may lead to the ability to perform proactive Code Enforcement;

Reviewed by: 
 Co Atty: _____
 DFS: _____
 Other: _____
 DCM: 
 CM: 
 File No. rpda01

- Omnipresence of Code Compliance Officers may lead to fewer violations;
- Code Enforcement is a tool that the Sheriff can use to make communities safer, thereby improving the quality of life for Seminole County citizens.

From all accounts, the pilot program has been a success; it has been well received by the community, the substation office, and by the Code Enforcement Office. Responsiveness has increased to a point where in many cases, paperwork is not necessary, just a casual conversation is needed to achieve compliance. Further, more community meetings have been attended where citizen concerns are addressed. Many of these were attended with Deputy Sheriffs allowing citizens to address all of their issues dealing with the well being of their community. Finally, this has provided an opportunity for proactive code enforcement where matters are resolved before a citizen has to complain.

In consideration of the pilot program, the County Manager and Sheriff Eslinger believe that it is now appropriate to permanently assign Code Enforcement, with the associated duties, responsibilities, and personnel to the Sheriff's Office; this action can be accomplished by entering into the attached Interlocal Agreement. The duration of this agreement is structured to end on September 30, 2005 and shall automatically renew for additional two year terms unless written notice of non-renewal is provided by either party.

The Sheriff's Office will be prepared to receive the officers on June 1, 2003. From this date through September 30, 2003, the Code Enforcement Officers would operate out of their current general fund budget. The current general fund budget allocation that supports the officers could then be assigned to the Sheriff's Office on October 1, 2003. Further

STAFF RECOMMENDATION:

Staff and the Sheriff's Office recommend that the Board enter into the attached Interlocal Agreement and authorize the Chairman to sign the same.

**SEMINOLE COUNTY/SEMINOLE COUNTY SHERIFF'S OFFICE
INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2003, by and between the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SHERIFF," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, the COUNTY enforces its Codes through a variety of means including the use of code enforcement officers as authorized by Chapter 162, Florida Statutes; and

WHEREAS, the law enforcement officers employed by the SHERIFF are designated code enforcement officers, and

WHEREAS, the SHERIFF is already empowered to enforce the ordinances and codes enacted by the COUNTY,

WHEREAS, the COUNTY desires to have the SHERIFF assume primary responsibility for certain code enforcement duties currently performed by code enforcement officers other than those who are law enforcement officers; and

WHEREAS, the SHERIFF is willing to undertake such additional code enforcement duties; and

WHEREAS, the transfer of certain code enforcement duties from the Planning and Development Department of the COUNTY (the "DEPARTMENT") to the SHERIFF will benefit the residents of the COUNTY by allotting more law enforcement resources to code enforcement and will serve a legitimate public purpose,

NOW, THEREFORE, in consideration of the mutual considerations, understandings and covenants set forth herein, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Agreement is to transfer certain code enforcement responsibilities from the COUNTY to the SHERIFF and to provide the necessary budget and equipment to the SHERIFF to perform these duties. The intent of this Agreement is to provide additional resources to the SHERIFF to enforce codes and ordinances dealing with neighborhood and community complaints, particularly zoning violations, violations of Chapters 40 Part 13, 95 Part 1, 120, 165 and 168 of the Seminole County Code, Chapters 30 and 60 of the Seminole County Land Development Code and other quality of life issues.

Section 2. Duties.

(a) The COUNTY hereby authorizes and the SHERIFF agrees to assume code enforcement duties previously performed by employees of the COUNTY and to employ code enforcement officers as necessary to perform such duties. This authorization is supplemental to the constitutional and statutory authority of

the SHERIFF to enforce County Codes and Ordinances and shall not be read to limit in any way the authority of the SHERIFF or code enforcement officers working for the SHERIFF.

(b) The COUNTY hereby designates those employees of the SHERIFF assigned by the SHERIFF to enforce provisions of the County Codes as code enforcement officers pursuant to Chapter 162, Florida Statutes and are authorized to file and present cases to the Code Enforcement Board.

Section 3. Employee Status.

(a) On the effective date of this Agreement, the COUNTY shall assign six (6) code enforcement officers to work with and for the SHERIFF who shall be available to the SHERIFF to perform the code enforcement responsibilities assumed hereunder. Notwithstanding such assignment during the transition period, all code enforcement officers shall remain employees of the County until September 30, 2003.

(b) On October 1, 2003, the County will eliminate six (6) code enforcement positions. The SHERIFF agrees to hire the incumbents in those positions into equivalent positions to be created in the Sheriff's Office provided they meet the employment requirements of the SHERIFF. The incumbents will begin employment with the Sheriff's Office at their salary on the effective date of this Agreement, and with their accumulated leave balances and years of service as of September 30, 2003.

Said incumbents will be entitled to any across the board salary adjustment the Sheriff may award effective on or after October 1, 2003.

(c) If any of the incumbents do not meet the employment requirements of the SHERIFF, the SHERIFF will use its best efforts to notify the County and the employee of the ineligibility as soon as practicable after making the determination

Section 4. Budget. Budgetary responsibility for the code enforcement responsibilities shall be assumed by the SHERIFF effective October 1, 2003. Prior to or at the first public hearing on the FY03/04 budget, the COUNTY and the SHERIFF shall transfer the budget for all costs related to performance of the duties assumed by the SHERIFF hereunder from the proposed Planning and Development budget to the proposed SHERIFF's budget.

Section 5. Transfer of Equipment.

(a) COUNTY property and equipment currently assigned to the code enforcement officers assigned to work with the SHERIFF, including radios, uniforms, vehicles, and equipment shall remain so assigned and, effective, October 1, 2003, said property (except leased equipment) shall be transferred to the ownership of the SHERIFF. The specific items to be transferred shall be designated by mutual agreement of the parties during the

transition period and transferred pursuant to applicable statutory or organizational procedures. The SHERIFF shall assume responsibility for the maintenance and replacement of such property and equipment on the effective date of this Agreement.

(b) All leased equipment, as referenced in Exhibit A, may be used by code enforcement officers employed by the SHERIFF until the end of the current term of the applicable lease. During the term of the lease, the SHERIFF shall care for and maintain such leased equipment as required by the lease in coordination with the COUNTY'S Information Technologies Department. The SHERIFF assumes responsibility for any damage to or loss of said leased equipment and any claims which may arise in regard to such leased equipment. The SHERIFF shall return all leased equipment to the COUNTY at least five (5) days prior to the expiration of the current term of the respective leases. In the event assignment of leased equipment cannot be accomplished due to restrictions imposed by the Lessor of such equipment, the County will seek amendments to the Lease Agreement to make the equipment available to SHERIFF.

Section 6. Legal and Administrative Support. The SHERIFF shall provide all legal and administrative support necessary to undertake the code enforcement matters described herein, including, but not limited to, advising code enforcement

officers employed by the SHERIFF; prosecuting code violations; pursuing abatements or injunctions and preparing necessary legal instruments.

Section 7. Notices. Whenever either party to this Agreement desires to provide notice to the other party, said notice shall be sent to the following address:

COUNTY

Seminole County Manager
1101 East First Street
Sanford, Florida 32771

SHERIFF

Seminole County Sheriff
100 Bush Boulevard
Sanford, Florida 32771

Section 8. Amendments. This Agreement may be amended at any time by a written document of equal dignity herewith.

Section 9. Effective Date. This Agreement shall take effect upon execution of the parties.

Section 10. Term.

(a) The initial term of this Agreement shall end September 30, 2005 and shall automatically renew for additional two year terms unless written notice of non-renewal is provided by one party to the other no later than the first of May preceding the end of any term.

(b) This Agreement may be terminated at any time with the mutual written consent of all parties.

Section 11. Compliance with laws. The parties agree to comply with all applicable local, State and Federal laws regarding the subject matter of this Agreement.

Section 12. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes and voids all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 13. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, and shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

WITNESS:

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: _____
DONALD F. ESLINGER, Sheriff

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance of
Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2003 regular meeting.

COUNTY ATTORNEY

Attachments:
Exhibit A-Leased Equipment

RM 5/20/03
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Code Enforcement Equip 5-1-03

PO .	HARDWARE	FUND	DEPT	DIVISION	NAME	QTY	Description	ANNUAL LEASE PAYMENT	CPU SERIAL .	MONITOR SERIAL .	Lease expires
1-0001	Laptop	00100	Planning & Dev	Code Enforcement	Marcia Fuller to Debbi Leigh	1	Compaq Armada E500, mini-PCI, 56K V.90 modem, 10/100 NIC combo, p.n: 174519- 008/maintenance/installation	\$1,108.28	1j09ffh4v80t	---	31-Dec-03
8-0203	laptop/3 yr	00100	Planning & Dev	Code Enforcement	Dorothy Hird	1	(Qty 1) Panasonic Ruggedized Toughbook CF 28 P3/800 256MB 30G 13TCH WXP-2K AC PF CM (PN CF-28PTJGZQM) / (Qty 1) AIR-AUTO ADAPTOR (PN PA1540-201)/ (Qty 1) MS IntelliMouse Optical 5 button(s) - cable (P/N: D58-00026) / (Qty 1) PANASONIC TOUGHBOOK 28 24X (max) read, 8X (max) write, 4X (max) rewrite CDRW drive (PN CF- VCW282U) / (Qty 1) Addtl memory - 256 MB x 1 - SO DIMM 144-pin - SDRAM - 133 MHz - PC133 - non- parity (PN CF-WMBA91256-GR) / (Qty 1) Floppy cable - 25 pin D-Sub - male (PN CF-VCF271) / (Qty 1) External power adapter - 1 output connector(s) (PN CF-AA1653M)/warranty/installation	\$1,595.30	S2HKSB03729	---	13-Mar-06
8-0203	laptop/3 yr	00100	Planning & Dev	Code Enforcement	Donna Wisniewski	1	(Qty 1) Panasonic Ruggedized Toughbook CF 28 P3/800 256MB 30G 13TCH WXP-2K AC PF CM (PN CF-28PTJGZQM) / (Qty 1) AIR-AUTO ADAPTOR (PN PA1540-201)/ (Qty 1) MS IntelliMouse Optical 5 button(s) - cable (P/N: D58-00026) / (Qty 1) PANASONIC TOUGHBOOK 28 24X (max) read, 8X (max) write, 4X (max) rewrite CDRW drive (PN CF- VCW282U) / (Qty 1) Addtl memory - 256 MB x 1 - SO DIMM 144-pin - SDRAM - 133 MHz - PC133 - non- parity (PN CF-WMBA91256-GR) / (Qty 1) Floppy cable - 25 pin D-Sub - male (PN CF-VCF271) / (Qty 1) External power adapter - 1 output connector(s) (PN CF-AA1653M)/warranty/installation	\$1,595.30	S2HKSB03658	---	13-Mar-06
8-0203	laptop/3 yr	00100	Planning & Dev	Code Enforcement	Joann Davids	1	(Qty 1) Panasonic Ruggedized Toughbook CF 28 P3/800 256MB 30G 13TCH WXP-2K AC PF CM (PN CF-28PTJGZQM) / (Qty 1) AIR-AUTO ADAPTOR (PN PA1540-201)/ (Qty 1) MS IntelliMouse Optical 5 button(s) - cable (P/N: D58-00026) / (Qty 1) PANASONIC TOUGHBOOK 28 24X (max) read, 8X (max) write, 4X (max) rewrite CDRW drive (PN CF- VCW282U) / (Qty 1) Addtl memory - 256 MB x 1 - SO DIMM 144-pin - SDRAM - 133 MHz - PC133 - non- parity (PN CF-WMBA91256-GR) / (Qty 1) Floppy cable - 25 pin D-Sub - male (PN CF-VCF271) / (Qty 1) External power adapter - 1 output connector(s) (PN CF-AA1653M)/warranty/installation	\$1,595.30	S2HKSB04062	---	13-Mar-06

Code Enforcement Equip 5-1-03

PO .	HARDWARE	FUND	DEPT	DIVISION	NAME	QTY	Description	ANNUAL LEASE PAYMENT	CPU SERIAL .	MONITOR SERIAL .	Lease expires
8-0203	laptop/3 yr	00100	Planning & Dev	Code Enforcement	Pam Taylor	1	(Qty 1) Panasonic Ruggedized Toughbook CF 28 P3/800 256MB 30G 13TCH WXP-2K AC PF CM (PN CF-28PTJGZQM) / (Qty 1) AIR-AUTO ADAPTOR (PN PA1540-201)/ (Qty 1) MS IntelliMouse Optical 5 button(s) - cable (P/N: D58-00026) / (Qty 1) PANASONIC TOUGHBOOK 28 24X (max) read, 8X (max) write, 4X (max) rewrite CDRW drive (PN CF-VCW282U) / (Qty 1) Addt'l memory - 256 MB x 1 - SO DIMM 144-pin - SDRAM - 133 MHz - PC133 - non-parity (PN CF-WMBA91256-GR) / (Qty 1) Floppy cable - 25 pin D-Sub - male (PN CF-VCF271) / (Qty 1) External power adapter - 1 output connector(s) (PN CF-AA1653M)/warranty/installation	\$1,595.30	S2HKSB03779	---	13-Mar-06
8-0203	laptop/3 yr	00100	Planning & Dev	Code Enforcement	Debbi Leigh	1	(Qty 1) Panasonic Ruggedized Toughbook CF 28 P3/800 256MB 30G 13TCH WXP-2K AC PF CM (PN CF-28PTJGZQM) / (Qty 1) AIR-AUTO ADAPTOR (PN PA1540-201)/ (Qty 1) MS IntelliMouse Optical 5 button(s) - cable (P/N: D58-00026) / (Qty 1) PANASONIC TOUGHBOOK 28 24X (max) read, 8X (max) write, 4X (max) rewrite CDRW drive (PN CF-VCW282U) / (Qty 1) Addt'l memory - 256 MB x 1 - SO DIMM 144-pin - SDRAM - 133 MHz - PC133 - non-parity (PN CF-WMBA91256-GR) / (Qty 1) Floppy cable - 25 pin D-Sub - male (PN CF-VCF271) / (Qty 1) External power adapter - 1 output connector(s) (PN CF-AA1653M)/warranty/installation	\$1,595.30	2HKSB04126	---	13-Mar-06
1-0203	pc	00100	Planning & Dev	Code Enforcement	Fonda Sheehan to District 4/Jerry Robertson	1	Gateway Profile 4 LS; integrated sound and stereo speakers; external ports (6) USB, Parallel, Serial, (2) Integrated IEEE 1394 (FireWire) and (2) PS; 17.0" LCD Flat Panel Display; Integrated 32MB NVIDIA® GeForce2 MX400 Graphics with VGA Out; integrated 1.44MB 3.5" floppy diskette drive; Logitech USB Optical Wheel Mouse / Intel P4-2.0GHz / 512MB (1-512 MB Module) / 40GB UATA100 7200RPM Hard Drive / CD-ROM or DVD Integrated 16x/10x/24x CDRW drive / installation / warranty	\$702.62	0028528280	---	1-Jan-06

Code Enforcement Equip 5-1-03

PO .	HARDWARE	FUND	DEPT	DIVISION	NAME	QTY	Description	ANNUAL LEASE PAYMENT	CPU SERIAL .	MONITOR SERIAL .	Lease expires
14-0203	pc	00100	Planning & Dev	Code Enforcement	Code Enforcement Counter PC	1	Gateway Profile 4b LS; P-4 - 2.4GHz; 60GB UATA100 7200 RPM HD; integrated sound and stereo speakers; External Ports (6) USB, Parallel, Serial, (2) Integrated IEEE 1394 (FireWire) and (2) PS/2; 17.0" LCD Flat Panel Display; Video Integrated 32MB NVIDIA GeForce2 MX400 Graphics with VGA Out; Integrated 1.44MB 3.5" floppy diskette drive; Logitech USB Optical Wheel Mouse / 512MB (1- 512 MB Module) / Integrated 16x-10x-24x CDRW 8X DVD Combo / installation / warranty	\$648.98	0029747961		2006
		00100 Total				8		\$10,436.38			
1-0001	Laptop	10400	Planning & Dev	Code Enforcement	Commitment Inspector/Jerry Robertson	1	Panasonic Toughbook (w/Win NT)CF27 (p/n: CF- 27EB6GCAM: 12.1"Touch Screen)/PCMCIA modem- LAN card/128MB RAM/mouse/keyboard/P700 monitor (17") p/n: 380207-001/auto power adapter/port replicator/24Xcd-ROM drive (p/n: CF- VCD271)/warranty/installation	\$2,198.35	ojksa01318	039ca45va337	31-Dec-03
12-0102	pc	10400	Planning & Dev	Code Enforcement	Debbi Leigh	1	Gateway E3600; MS Windows 2000 Prof NTFS; Processor Intel Pentium 4 Processor 1.6GHz; Integrated Ultra ATA Controller; Integrated Intel 10- 100 Ethernet Adapter; 40GB 7200 RPM Ultra ATA hard drive; 32MB NVIDIA AGP Graphics Accelerator Graphics card; Integrated Sound Blaster compatible audio / GCS300 speakers / VX720 17" Mitsubishi Diamondtron Color Monitor (16.0" viewable) / 7-Bay Highly Serviceable Mid-tower Case / 20x min.-48x max. CD-ROM drive and 24x-10x-40x Recordable ReWriteable CDRW / 512MB 133MHz SDRAM/warranty/installation	\$560.54	0027029706	204043616	15-Jul-05
		10400 Total				2		\$2,758.89			
		Grand Total				10		\$13,195.27			