

**AN INTERLOCAL AGREEMENT BETWEEN
PASCO SHERIFF'S OFFICE AND
THE CITY OF NEW PORT RICHEY/NEW PORT RICHEY POLICE
DEPARTMENT FOR THE PROVISION OF LEGAL SERVICES**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Pasco Sheriff's Office ("PSO"), and the City of New Port Richey, a Florida municipal corporation, on behalf of the New Port Richey Police Department ("NPRPD") (collectively, "the Parties"), and

WHEREAS, §163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities;

WHEREAS, Part 1 of Chapter §163 of the Florida Statutes permits public entities to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately;

WHEREAS, the PSO and the NPRPD recognize the benefits of law enforcement agencies engaging in cooperative ventures and in working together to better provide for public safety and the enforcement of the laws of the State of Florida;

WHEREAS, the PSO has four (4) attorneys in its employment, whose duties include handling actions for Risk Protection Orders "RPOs");

WHEREAS, the PSO and the NPRPD recognize that these attorneys may, in addition to their work for the PSO, obtain Risk Protection Orders on behalf of the NPRPD;

NOW, THEREFORE, in consideration of the foregoing, the PSO and the NPRPD agree as follows:

1. **Purpose**: This purpose of this Agreement is to enable the PSO attorneys to represent the NPRPD in certain specified legal matters and related ancillary legal services to the NPRPD.
2. **Term**: This Agreement will take effect upon execution of this Agreement by all parties and will remain in effect for one year. This Agreement may be renewed for periods of (1) year at the agreement of both parties.

3. PSO's Duties

- a. **Risk Protection Orders:** The PSO will provide the services of its attorneys to review, file, and prosecute actions for Risk Protection Orders on behalf of the NPRPD, and will represent the NPRPD, including all trial-level proceedings and appeals. No other legal services will be provided. Legal advice will be limited to issues related to Risk Protection Orders.

4. City's Duties:

- a. **Payment:** In exchange for the services rendered by the PSO and its legal counsel, the NPRPD will pay the PSO for legal services based on the hourly rate of the PSO Assistant General Counsel.
 - i. Itemized invoices will be submitted by the PSO to the NPRPD on a monthly basis.
- b. **Costs:** The PSO will incur costs in carrying out its duties under this Agreement. These costs include costs for which the PSO will be entitled to reimbursement from the NPRPD and costs for which the NPRPD will not be entitled to reimbursement from PSO:
 - i. **Reimbursable Costs:** Reimbursable costs are costs that would not have been incurred by the PSO but for its attorneys representing the NPRPD in actions for Risk Protection Orders. These include but are not limited to use of court reporters, obtaining transcripts, and other costs incurred prosecuting Risk Protection Orders for the NPRPD.
 - ii. **Non-reimbursable Costs:** Non-reimbursable costs are costs that would be incurred by the PSO irrespective of whether its attorneys represented the NPRPD, and also include salaries, benefits, vehicle costs, and other costs incurred in the carrying-out of routine office duties.
- c. **Initial Payment and Reimbursement:** Any reimbursable costs incurred by the PSO in carrying out its duties under this Agreement will initially be paid for by the PSO. The NPRPD will later reimburse the PSO for these costs.

- d. **Time for Reimbursement:** The NPRPD will pay invoices for services and costs within 30 days of receipt of invoice.

5. Assistance from NPRPD:

- a. NPRPD shall render upon request from PSO attorneys any requested aid and assistance in procuring NPRPD records, information and/or employees necessary for PSO attorneys to perform their duties pursuant to this Agreement.
 - i. The Operations Commander from NPRPD shall serve as the point of contact for RPO actions.
 - ii. All NPRPD agency members shall complete an annual training session conducted by PSO legal on RPO actions.
 - iii. The officer completing the RPO shall contact the Operations Commander to advise of a RPO. The Operations Commander shall contact a PSO attorney via email at Legal@pascosheriff.org, to advise of the completed RPO. In emergency situations, where a PSO attorney needs to be contacted outside of normal business hours, the Operations Commander shall be the only person to contact the attorney.
 - iv. With the input of PSO attorneys, NPRPD will complete all necessary forms for use in RPO actions.
 - v. All reports and photographs shall be submitted to the Pasco Sheriff's Office legal department within three (3) business days. NPRPD shall advise of any other evidence that may be necessary for prosecuting the RPO.
 - vi. NPRPD will follow the procedure outlined in Attachment A to this Interlocal Agreement when requesting a RPO action.
 - vii. NPRPD officers will attend all hearings on RPOs without the need for a subpoena.

- 6. **Employment Status:** The PSO attorneys, executive secretary, and any other employees of the PSO that provide services to the NPRPD under this Agreement will

at all times and for all purposes be considered employees of the PSO and not of the NPRPD or the City of New Port Richey.

7. **Sovereign Immunity:** The PSO and the City of New Port Richey shall each be liable for their own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or of any defense available to the PSO or the City of New Port Richey. Nothing herein shall be construed as consent by either the PSO or the City of New Port Richey to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.
8. **Relationship of the Parties:** Except as set forth herein, neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations of the other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties, except as outlined herein.
9. **Delegation of Duty:** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of either Party.
10. **No Third Party Beneficiaries:** This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
11. **Severability:** The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.
12. **Amendments to this Agreement:** Any amendments to this Agreement shall be by written instrument executed by both Parties.
13. **Termination of Agreement:** Either party may terminate this Agreement by providing written notice to the other party. The Agreement will terminate on the last day of the calendar month following the date notice is given to the other party. If the Agreement

is terminated early by either party, the PSO will provide services until the Agreement is terminated and the NPRPD will be responsible for payment of services provided under this Agreement.

14. Assignment; Binding Agreement: This Agreement and the duties and obligations hereunder may not be transferred or assigned by either Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors.

15. Governing Law and Venue: This Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought pursuant to this Agreement must be brought in the court of appropriate jurisdiction in the state courts of Pasco County, Florida. Any action that may exclusively be brought in federal court must be brought in the Middle District of Florida, Tampa Division.

16. Entirety of Contractual Agreement: The Parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

17. Public Records:

a. Duties: Each party will comply with the public records laws of the State of Florida, including the requirements set forth in s. 119.0701(2)(b) to:

- i.** Keep and maintain public records required by the public agency to perform the service;
- ii.** Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- iii.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and

iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

b. **Questions:** IF THE PSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HIS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE NEW PORT RICHEY POLICE DEPARTMENT AT: HEATHER PETERSON, ADMINISTRATIVE ASSISTANT, PETERSONH@CITYOFNEWPORTRICHEY.ORG, 6739 ADAMS STREET, NEW PORT RICHEY, FLORIDA 34652. IF THE CITY OF NEW PORT RICHEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE PASCO SHERIFF'S OFFICE AT: CAITLIN MORRISON, RECORDS DIRECTOR, CMORRISON@PASCOSHERIFF.ORG, 8700 CITIZENS DRIVE, NEW PORT RICHEY, FLORIDA 34654.

18. **Electronic Signatures:** Electronic signatures or scanned images of signatures to this Agreement shall be treated as original signatures in all respects.

PASCO SHERIFF'S OFFICE

Chris Nocco
Sheriff of Pasco County

Date

NEW PORT RICHEY POLICE DEPARTMENT

Attest:

CITY OF NEW PORT RICHEY

City Clerk/Administrator Date

Mayor Date

For the use and reliance of the
City of New Port Richey only:

Robert Kochen, Chief of Police Date
New Port Richey Police Department

Approved as to form and legality

City Attorney Date