
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Understanding (MOU) between the Board of County Commissioners and the Seminole County Sheriff's Office regarding allocation of code enforcement responsibilities

DEPARTMENT: Planning and Development

DIVISION: Administration - Planning and Development

AUTHORIZED BY: Dori DeBord

CONTACT: Dori DeBord

EXT: 7397

MOTION/RECOMMENDATION:

1. Approve the MOU between Seminole County and the Sheriff's Office for the clarification of duties and responsibilities of code enforcement activities or,
2. Deny the MOU between Seminole County and the Sheriff's Office for the clarification of duties and responsibilities of code enforcement activities or
3. Continue this agenda item until a future date.

County-wide

Dori DeBord

BACKGROUND:

The Seminole County Board of County Commissioners and the Seminole County Sheriff's Office executed the Interlocal Agreement regarding code enforcement activities on June 25, 2003. This Memorandum of Understanding (MOU) sets forth procedures and responsibilities that both parties agree will provide improved coordination and cooperation in the implementation of the code enforcement activities involving compliance action.

This MOU has been reviewed by staff from the Sheriff's Office and will be valid for the duration of the Interlocal Agreement between the Seminole County Board of County Commissioners and the Sheriff's Office.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the MOU with the Sheriff's Office for the clarification of duties and responsibilities of code enforcement activities and direct the Chairman to execute the MOU with the Sheriff.

ATTACHMENTS:

1. Signed Memorandum of Understanding

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND SEMINOLE COUNTY SHERIFF'S OFFICE
REGARDING ALLOCATION OF CODE ENFORCEMENT**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2009, 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, Section 163.01, Florida Statutes, authorizes the COUNTY and SHERIFF to enter into interlocal agreements for the provision of services; and

WHEREAS, the Seminole County  Seminole County Sheriff's Office Interlocal Agreement was executed on June 25, 2003 ("Interlocal Agreement"); and

WHEREAS, the parties wish to enter into this Memorandum of Understanding to further clarify the duties and responsibilities established under the Interlocal Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein and for good and valuable consideration the receipt of which is hereby acknowledged by the parties, the parties hereto agree as follows:

Section 1. Term and Termination. The term of this Memorandum of Understanding shall be for the duration of the Interlocal Agreement including any extensions or modifications until terminated. This

Memorandum of Understanding may be terminated by either party, with or without cause, at any time with the mutual written consent of all parties. Should either party wish to terminate the Memorandum of Understanding (MOU), they must provide 30 days notice and a letter outlining the reasons for the termination of the agreement and a suggestion as to the alternate procedures.

Section 2. Purpose. The purpose of this MOU between the Seminole County Sheriff's Office and the Seminole County Planning and Development Department is to set forth procedures and responsibilities that both parties agree will provide improved coordination and cooperation in the implementation of the code enforcement activities involving compliance action.

Section 3. Cooperation. To ensure that appropriate staff is involved in various code enforcement activities, a list showing the types of violations and the responsible agencies is provided in Exhibit A (Assignment of Duties). This list shall establish the points of contact for various types of violations. Coordination of a request for hearing should be made through the Code Enforcement Board's Clerk. Coordination between the Planning Division and the Code Enforcement Officers is critical to the timely management of the Code Enforcement Board (CEB) activities. To ensure that timeframes are appropriately managed and the necessary materials are included in the record, all items or cases must be scheduled through the Planning Division.

Section 4. First Contact. First Contact shall include initial notice of violation verbally and or by written citation or

correspondence including: 1) the nature of the violation; 2) the necessary action required to correct the action; and 3) a demand to obtain compliance by a date certain and contact information to discuss aspects of obtaining compliance. This also includes follow up with the next staff Contact to ensure the matter has been successfully transferred to the next staff member.

Assigned Planning staff member will brief the officers on subsequent contact to ensure the property owner is aware of the appropriate Seminole County staff person to contact to address the violation.

Section 5. Duties and Responsibilities.

(a) The SHERIFF's duties and responsibilities shall include:

(1) The Code Enforcement Officers will contact the Development Review Manager for  items concerning arbor, landscaping, or lighting violations, businesses operating without site plan approval, and businesses operating outside the parameters of an approved site plan.

(2) By this Memorandum, it is agreed that the Sheriff's Office will designate one person within its organization who shall coordinate the requests for scheduling cases. Before a case may be scheduled for a CEB meeting, the appointed person will review each case prior to submitting the request to the Clerk to ensure completeness, accuracy, procedural correctness and format consistency.

(3) The Code Enforcement Officer assigned to the case should assist in providing information and guidance regarding the

substance of the report. The Code Enforcement Officer shall provide a recommendation of action to be taken by the appropriate board.

(4) In the cases that come before the Board of Adjustment or the Board of County Commissioners (BCC), the Code Enforcement Officer assigned to the case shall attend the requisite meeting. At the request of a Code Enforcement Officer, a staff member from the Planning and Development Department shall be required to attend the Code Enforcement Board meeting. The Sheriff's Office shall notify the Planning and Development Department one week in advance with the date and time at which the staff member's presence is requested.

(5) All expenses to the Sheriff's Office for processing cases shall include the hourly salary rate for time spent on each case for all individuals involved in the case. This may include the Code Enforcement Officer, the Sheriff's  Legal Counsel, and other personnel within the Sheriff's organization. Any other expenses of any kind which may include, but not be limited to, recording fees, equipment, photographic costs, travel/mileage expenses, postage, and any other fees shall be chargeable as an expense of processing the case and included in the lists of costs. Expenses incurred by County staff including the County Manager's Office, the Planning and Development Department, and the County Attorney's Office and/or outside counsel or collection agency, shall also be included. The Code Enforcement Officer preparing the case shall obtain these figures from the Planning Manager to include them in the expense report. The County expenses are further described in the County's duties in Section (b) below. The Sheriff's Office shall keep the Planning Manager up to

date on any additional expenses incurred which were not provided to the Planning Manager prior to the satisfaction or discharge of the fines or lien.

(6) When a request to reduce a fine or lien is submitted to the Clerk of the Code Enforcement Board, the Sheriff's Office shall be responsible for submitting assigned cost. If a matter may be determined to be a nuisance pursuant to Chapter 95, Seminole County Code, the officer will make attempts to obtain compliance pursuant to the methods outlined in Chapter 95 or successor provisions. Criminal violations shall be referred to the appropriate authorities by the Code Enforcement Officer. In the event of an imminently hazardous nuisance condition, the Code Enforcement Officer shall immediately, or as soon as practicable, notify the Planning and Development Director and the Sheriff that the nuisance  needs immediate correction so that any action may be taken pursuant to Seminole County Code Section 95.15.

(7) The Code Enforcement Officers will put forth their best efforts to obtain compliance and shall not refer the matter for foreclosure as a means of obtaining compliance. Referrals of cases for foreclosure shall only be a matter of last resort to collect on duly recorded liens. The Code Enforcement Officer shall include an explanation in a recommendation to proceed with foreclosure as to the benefit of foreclosure other than as a means to obtain compliance.

(8) The Sheriff shall provide for a sufficient number of appropriately qualified personnel to perform the services set forth hereunder.

(b) The COUNTY's duties shall include:

(1) The Planning and Development Director is responsible for interpreting the Land Development Code. The Director may delegate interpretation of the Code to either the Planning Manager or the Development Review Manager based on the issues involved in the code enforcement case. The Code Enforcement Officers will contact the Planning Manager for any items concerning zoning determinations.

(2) The Planning Manager is responsible for overseeing the scheduling of Code Enforcement Board (CEB) meetings and cases on the Board of County Commissioners Agenda. The Clerk to the CEB shall be a staff member of the Planning Division. Initial contact/requests for scheduling a case will be coordinated through the Clerk to the CEB.

(3) The Planning Division shall notify the Sheriff's Office of any meeting date and  time, one week in advance of the meeting, for which the attendance of the Code Enforcement Officer has been requested, in the case of the Board of Adjustment or the Board of County Commissioners meetings.

(4) The Planning Manager or his or her designee shall meet on a monthly basis prior to the Code Enforcement Board meeting with the Code Enforcement Officers to discuss pending cases and improve coordination, to coordinate the list of expenses and costs and to discuss matters of imminently hazardous nuisances. Meetings may be held more often in the event of imminently hazardous nuisances.

(5) The Planning Division staff shall be responsible for preparing BCC agenda documents for lien waivers/reductions, satisfaction of liens and requests for direction regarding possible

foreclosure actions. The Planning Division will provide notification to the Code Enforcement Officer of the time and date of the BCC meeting. These items will be forwarded to the Deputy County Manager for review pursuant to the Seminole County Administrative Code Sec. 3.20 or its successor provision.

(6) Within the BCC organization, all expenses for processing cases shall include the hourly salary rate for time spent on each case for all individuals involved in the case. This may include, but not be limited to, personnel in the Planning and Development Department, the County Manager's Office, the County Attorney's Office, outside counsel to the Code Enforcement Board related to the case, collection agencies and any other expenses such as, but not limited to, recording fees, equipment, photographic costs, and travel/mileage expenses, postage and any other fees, shall be included in the overall costs calculation and provided by the Planning Manager to the Code Enforcement Officer to be used in preparation for the case or a request for reduction of fine.

(7) When a request to reduce a fine or lien is submitted to the Clerk of the Code Enforcement Board, the Planning Manager shall be responsible for submitting the total costs to the BCC.

Section 6. Conflict of Interest.

The parties agree that they shall not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Memorandum of Understanding or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

Section 7. Indemnification. Neither the COUNTY its officers, agents or employees, nor the SHERIFF, its officers, agents or employees shall be deemed to have assumed any liability for the intentional or negligent acts of omissions of the other party or its officers, agents or employees. Neither party waives any defense of sovereign immunity, nor increases the limits of its liability, if any, upon entering into this Memorandum of Understanding.

Section 8. Compensation. The parties shall provide each other with the services set forth in this Memorandum of Understanding at no cost.

Section 9. Notices. Whenever either party desires to give notice unto the other party, notice shall be sent to:

COUNTY

Seminole County Manager
County Services Building
1101 E. First Street
Sanford, Florida 32771



SHERIFF

Seminole County Sheriff
100 Bush Boulevard
Sanford, Florida 32773

Section 10. Entire Agreement

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Memorandum of Understanding supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. This Memorandum of Understanding is

meant to further clarify the Seminole County/Seminole County Sheriff's Office Interlocal Agreement executed June 25, 2003 (Interlocal Agreement). The provisions of the Interlocal Agreement that are not in conflict with this Memorandum of Understanding shall remain in full force and effect.

(b) Any alterations, amendments, deletions, or waivers of the provision of this Memorandum of Understanding shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

(c) Modification. Once approved, this agreement may be modified by either party through mutual agreement of terms. This agreement will be reviewed annually to ensure that all parties are complying with the assignments outlined in the MOU.



(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding 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 of the Board of
County commissioners of
Seminole County, Florida

By: _____
Bob Dallari, Chairman

Date: _____

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



As authorized for execution by the
the Board of County Commissioners
at its _____, 2009,
regular meeting.

County Attorney

Attachment:
Exhibit A - Assignment of Duties

KFT/sjs
11/25/08, 2/17/09
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EXHIBIT "A"

ASSIGNMENT OF DUTIES

All references to Seminole County Code include successor provisions.

| TYPE OF VIOLATION | VIOLATION CITED | RESPONSIBILITY |
|---|---|--|
| Appliance - Unusable or Abandoned | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (f), Unusable or Abandoned Stoves and Appliances or Other White Goods. | Sheriff's Office |
| Arbor Violation | Seminole County Land Development Code, Chapter 60, Section 60.21, Arbor Permit Required. | Sheriff's Office First Contact for Violation. Seminole County for Permitting |
| Businesses being operated at residences (improper zoning) | Seminole County Land Development Code, Chapter 30 (Section depends on zoning) | Sheriff's Office - Seminole County support if needed. |
| Fence / Wall in Original Upright Condition | Seminole County Land Development Code, Chapter 30, Section 30.1349, Fence Requirements. | Sheriff's Office |
| Fowl / Livestock Housed Improperly | Seminole County Land Development Code, Chapter 30, Section 30.1345, Location of Accessory Buildings and Uses in Residential Area. | Sheriff's Office |

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| Furniture - Unusable or Abandoned | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (e), Usable or Abandoned Furniture. | Sheriff's Office |
| Garage Sale Violations | Seminole County Land Development Code, Chapter 30, Section 30.1351, Carport / Garage / Yard Sales. | Sheriff's Office |
| Junk Boats | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (m), Junked, Dismantled or Abandoned Boats. | Sheriff's Office |
| Junk Vehicles | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (l), Junked or Abandoned Vehicles. | Sheriff's Office |
| Landscaping Violation | Seminole County Land Development Code, Chapter 30, Section 30.1231, Landscape Plan and Irrigation Plan Submittal Requirements | Sheriff's Office First Contact - Follow-up by Seminole County Development Review Division. |
| Mobile Homes without Special Exceptions | Seminole County Land Development Code, Chapter 30 (Section depends on zoning) | Seminole County Planning Division - Sheriff's Office may assist |

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| Other Objectionable - Unsightly Matter | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (p) | Sheriff's Office |
| Outside Storage Violations | Seminole County Land Development Code, Chapter 30 (Section depends on zoning) | Sheriff's Office First Contact - refer Violator to Seminole County Development Review |
| Stagnant Pools | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (n) and Seminole County Code Chapter 40, Part 7, Swimming Pools. | Sheriff's Office |
| Remains or Rubble of a Structure | Seminole County Code Chapter 95, Abandoned Structure, Remains or Rubble of Structures. | Sheriff's Office |
| Illegal use of Right-of-Way | Seminole County Land Development Code, Chapter 75, Right-of-Way Use Permitting. | Sheriff's Office First Contact - Sheriff's Office if illegal parking in right-of-way. Failure to obtain r/w use permit - Seminole County Engineering |
| Used or Scrap Building Materials | Seminole County Code Chapter 95, Used or Scrap Building Materials. | Sheriff's Office |

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| Sign Violations | Seminole County Land Development Code, Chapter 30, Section 30.1245, Prohibited Signs. | Prohibited or causing a hazard - Sheriff's Office. Unpermitted Construction - Building Division |
| Business Operating without Site Plan Approval | Seminole County Land Development Code, Chapter 40 | Sheriff's Office First Contact - Development Review Division follow-up |
| Truck Parking in Residential Zone | Seminole County Land Development Code, Chapter 30, Section 30.1350, Truck Parking in Residential Zoned District. | Sheriff's Office |
| Travel Trailer or Rec. Vehicle Occupied | Seminole County Land Development Code, Chapter 30 (Section depends on zoning) | Sheriff's Office |
| Unsecured Pool | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (o), or successor provisions. | Sheriff's Office |
| Unpermitted Construction | Florida Building Code 105.1 | Building Division |
| Uncultivated Vegetation | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (h), Uncultivated Vegetation. | Sheriff's Office |

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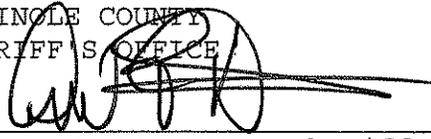
(Signature Page Follows)

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

WITNESS:

Penny Jo Fleming

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: 
DONALD F. ESLINGER, Sheriff

Date: 5/26/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk of the Board of
County commissioners of
Seminole County, Florida

By: _____
Bob Dallari, Chairman

Date: _____

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



As authorized for execution by the
the Board of County Commissioners
at its _____, 2009,
regular meeting.

County Attorney

Attachment:
Exhibit A - Assignment of Duties

KFT/sjs
11/25/08, 2/17/09
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EXHIBIT "A"

ASSIGNMENT OF DUTIES

All references to Seminole County Code include successor provisions.

| TYPE OF VIOLATION | VIOLATION CITED | RESPONSIBILITY |
|---|---|--|
| Appliance - Unusable or Abandoned | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (f), Unusable or Abandoned Stoves and Appliances or Other White Goods. | Sheriff's Office |
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| Other Objectionable - Unsightly Matter | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (p) | Sheriff's Office |
| Outside Storage Violations | Seminole County Land Development Code, Chapter 30 (Section depends on zoning) | Sheriff's Office First Contact - refer Violator to Seminole County Development Review |
| Stagnant Pools | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (n) and Seminole County Code Chapter 40, Part 7, Swimming Pools. | Sheriff's Office |
| Remains or Rubble of a Structure | Seminole County Code Chapter 95, Abandoned Structure, Remains or Rubble of Structures. | Sheriff's Office |
| Illegal use of Right-of-Way | Seminole County Land Development Code, Chapter 75, Right-of-Way Use Permitting. | Sheriff's Office First Contact - Sheriff's Office if illegal parking in right-of-way. Failure to obtain r/w use permit - Seminole County Engineering |
| Used or Scrap Building Materials | Seminole County Code Chapter 95, Used or Scrap Building Materials. | Sheriff's Office |

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| Sign Violations | Seminole County Land Development Code, Chapter 30, Section 30.1245, Prohibited Signs. | Prohibited or causing a hazard - Sheriff's Office. Unpermitted Construction - Building Division |
| Business Operating without Site Plan Approval | Seminole County Land Development Code, Chapter 40 | Sheriff's Office First Contact - Development Review Division follow-up |
| Truck Parking in Residential Zone | Seminole County Land Development Code, Chapter 30, Section 30.1350, Truck Parking in Residential Zoned District. | Sheriff's Office |
| Travel Trailer or Rec. Vehicle Occupied | Seminole County Land Development Code, Chapter 30 (Section depends on zoning) | Sheriff's Office |
| Unsecured Pool | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (o), or successor provisions. | Sheriff's Office |
| Unpermitted Construction | Florida Building Code 105.1 | Building Division |
| Uncultivated Vegetation | Seminole County Code Chapter 95, Section 95.4 as defined in 95.3 (h), Uncultivated Vegetation. | Sheriff's Office |