

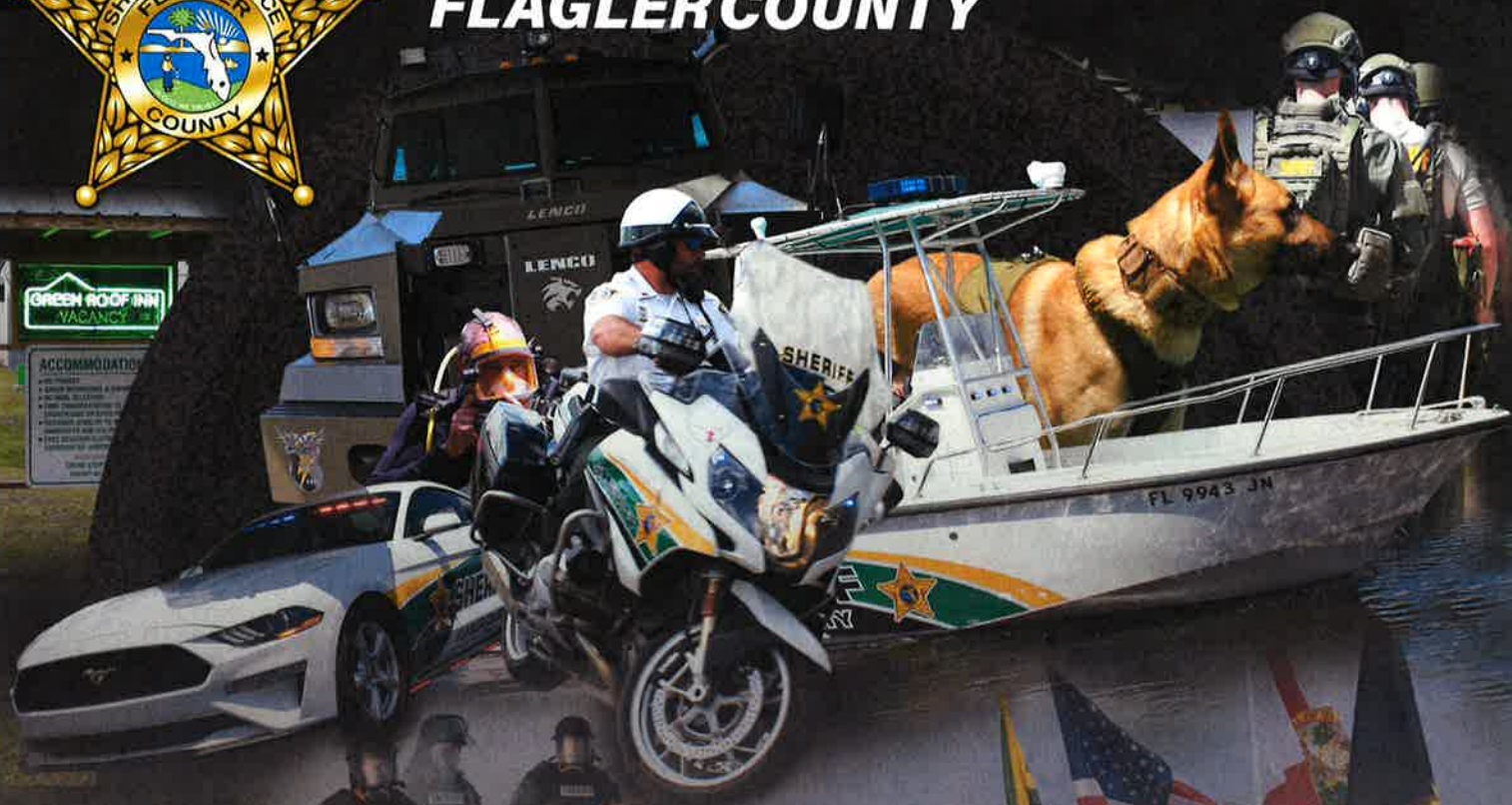


# **SHERIFF**

## **FLAGLER COUNTY**

**RICK STALY, SHERIFF**

*"An Honor to Serve, A Duty to Protect"*



### **A Hybrid Model Manpower Analysis of Immediate & Near-Future Law Enforcement Staffing Needs in Flagler County, Florida**

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**&**  
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**February 24th, 2020**



CRIMINOLOGY & CRIMINAL JUSTICE  
College of Arts & Sciences

UNIVERSITY *of*  
NORTH FLORIDA.

February 24, 2020

Sheriff Rick Staly  
Flagler County Sheriff's Office  
901 East Moody Boulevard  
Bunnell, Florida 32110  
C/O Dr. Joe Saviak

Dear Sheriff Staly,

Enclosed please find hard copies of the manpower analysis we recently conducted for your agency. Please know we are available if needed to present the research steps, findings and recommendations to interested stakeholders.

We very much appreciate this research opportunity, trust the final report will help FCSO secure needed hires, and look forward to additional partnership opportunities moving forward.

Sincerely,

J. Mitchell Miller, Ph.D.

Brenda Vose, Ph.D.

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Prepared for the Flagler County Sheriff's Office

by

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## Research Summary

*In order to provide immediate (2020) and near future (2025) law enforcement staffing needs for the Flagler County Sheriff's Office (FCSO), the present study designed and executed a hybrid model manpower analysis. After reviewing the scientific literature on size of force and considering the utility and shortcomings of leading manpower analysis calculation models, we present a blended per capita and workload analysis research design that factors the minimum law enforcement personnel needed relative to agency history and staffing levels of other comparable regional sheriff offices and, more importantly, staffing needs relative to service demands within Flagler County as proportioned by district. Findings inform staffing recommendations of 31 immediate and 47 additional hires over the next five years. These numbers should be interpreted as overly conservative as all identified demands for and drivers of FCSO services were not measured. Also, impending service demands sure to follow imminent community development and projected population growth were not quantified in terms of further staffing needs. Even without these unmeasured drivers of law enforcement services, calculations indicate a need for an immediate increase in FCSO law enforcement deputies. Findings also suggest the need to formulate a multi-year hiring plan to keep pace with forthcoming growth and social change certain to place additional demands on the FCSO as well as the courts and detention services.*

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## **Introduction**

Democratic society based on rule of law depends upon law enforcement for public safety and social order maintenance. As the face of government, police presence is vital to both the perception and reality of safe and orderly communities so ensuring a sufficient police force is an essential sociopolitical issue. Historically, the number of law enforcement personnel needed has been primarily viewed in terms of crime fighting and social order maintenance functions (Carriaga & Worrall, 2015; Kleck & Barnes, 2014). Law enforcement, however, has been required to deliver a steadily increasing range of social services in addition to crime fighting - to such an extent that many agencies are hard pressed to maintain quality performance indicators such as response times and number of dispatch calls answered. Efforts to respond as timely as possible to warranted calls are only further challenged by spiraling contemporary social problems, especially mental health, substance abuse, and recent justice system developments.

National justice system trends of offender declassification and prison overcrowding, for example, have relocated the responsibility for housing lower level felony offenders and their treatment needs from state to community corrections (i.e., county jails) thus requiring a need for additional correctional staff often at the expense of law enforcement deputy slots (Miller, Miller, & Barnes, 2019). Clearly, this ongoing justice trend places increased pressure on remaining law enforcement deputies to do more even in the face of rising service demands. In that there are multiple dynamic variables to be considered, calculating an agency's staffing needs is a complex but important endeavor with direct implications for quality of life return on public expenditure.

The scientific knowledge base on appropriate size of force has focused on the relationship between fluctuation in the number of officers or deputies and local crime rates – a line of research dating to the 1960s (Lee, Eck, & Corsaro, 2016). Alternatively, subsequent and more applied research has been concerned with the question of how many deputies and officers are needed to respond to demands for services that vary per specific crime and social issues *within* a jurisdiction (Hollis & Wilson, 2015; Wilson & Weiss, 2014; McCabe, 2013; and Koper, Maguire, Moore, & Huffer, 2001). This body of research addressing law enforcement staffing is known as *manpower analysis* and, while there are multiple calculation models that indicate the size of force needed, most agencies rely on either a: 1) *per capita* approach that specifies the number of deputies needed per population served or a 2) *workload-performance* based approach that factors the nature of services provided during and across shifts.

While there are trade-offs and assumptions particular to each of the major staffing calculations, clearly the size of the citizenry served, quantity of calls for service, and the nature of police services actually delivered must be combined to inform the quantity of law enforcement deputies required to meet demand. It is important to note that law enforcement services delivery is also heavily influenced by local ecological and socioeconomic factors that typically vary across and within sectors of jurisdictions and therefore must also be factored into size of force determinations (Wilson & Heinonen, 2012; Miller, Gibson, Ventura, & Schreck, 2005; Maloney & Moty, 2002; and McGinnis, 1989).

Drawing upon official county and state agency data, this study employs a hybrid per capita-workload research design to specify the immediate and near future staffing

needs for the Flagler County Sheriff Office (FCSO) located on the east coast of central Florida between St. Augustine and Daytona Beach. After briefly reviewing the scientific literature on size of force and manpower analysis, this report describes the research strategy and specific analytic steps employed to specify the number of FCSO deputies needed to respond to dispatches (calls for service) that incorporates into assessment demands for police services, agency operational logistics, and community factors.

Our blended stepwise research approach first acknowledges per capita data as a baseline from which staffing needs can be identified through arithmetical calculation for: 1) intertwined organic social ecological realities such as population growth, traffic cases, community development and change, 2) law enforcement agency human resources and specific shift data such as officer attrition, absenteeism due to training, specification of specialized services (e.g., traffic unit, marine and canine deputies) not usually available to answer all calls for service, and a shift relief factor that specifies the actual rather than intended number of deputies assigned across work shifts and 3) demands on enforcement agency per the severity of community social problems across districts within the jurisdiction.

Analysis enabled observation of findings that specify immediate (2020) and near future (2025) staffing needs necessary to maintain minimum police services at current and projected future levels based on FCSO hiring, training, and retention data. Noted limitations include the inability for formulaic inclusion of county growth and development trends known to impact size of force observations (Chamlin, 1989). Concluding discussion is oriented around the implications for FCSO staffing, specifically, and the broader issue of how our hybrid baseline-workload staffing



calculation process offers potential utility for more scientifically rigorous manpower analyses across jurisdictions.

### **Review of the Size of Force Knowledge Base**

The scientific literature on size of police force is essentially a dichotomy of either criminological research on the relationship between size of the force and crime rates or less theoretical more technocratic studies on number of officers needed to meet demands for services (i.e., manpower analysis). Crime rate reduction by increasing the size of force has long been and remains a common promise in mayoral and gubernatorial campaigns across the nation as commitments of more officers, particularly in settings plagued by urban violence, convey notions of more protection and crime suppression (Payne, 2017). The idea that adding officers will necessarily decrease crime through increased risk of arrest seems logical but is not necessarily the case as offenders may not perceive increased risks of arrest and continue at the same rate of offending or simply migrate away from districts and sectors with an increased officer presence.

Related, the premise that an increased police presence will reduce crime has been controversial dating back to the well-known Kansas City Preventative Patrol experiment (Kelling, Pate, Dieckman, & Brown, 1974) where selective concentrations of officers only shifted around but did not reduce the overall amount of crime over time. Specifically, the Kansas City study and replications of it have demonstrated that saturating an area with police tends to only generate a “push” effect that resituates criminal activity in other less enforced areas (Risman, 1980). In that law enforcement cannot be everywhere within a jurisdiction at all times, intensifying presence at best only slows crime while criminal activity relocates and has shown to only minimally affect a

city or county's overall level of crime. More recent systematic size of force reviews have reaffirmed that crime rates are rarely associated with increases in force size, but generally acknowledge that a minimum number of deputies or officers is necessary as force reduction may lead to increases in crime (Lim, Lee, & Cuvelier, 2010; Kleck & Barnes, 2014; Carriga & Worrall, 2015). In short, the summative conclusion of the crime rate-size of police line of research, including a meta-analysis by Lee et al., 2016 that examined 62 size of force studies, is that it is law enforcement style more so than force size that affects crime rates (Stindall & Sturgis, 2013). Despite overwhelming evidence, such as Lee's meta-analysis, researchers keep examining the officer-crime rate correlation to no new results and politicians continue to argue that increasing the size of a force will result in reduced crime. The vast majority of criminologists and criminal justice scientists acknowledge that the crime rate-staffing level question has been answered and that this line of research has been exhausted.

In that responding to crime rate alone cannot indicate appropriate size of force, scholars have turned to multiple alternative indicators that, collectively, can more accurately specify an agency's staffing needs through specification and analysis of actual law enforcement services provided (Koper, 1995). By acknowledging crime prevention and crime fighting as only part of the law enforcement agency function, the demands for other services supplied must be taken into account and, for the purpose of staffing determinations, thought of as drivers that obligate deputy shift time (Lee, Sells, Klimczak, Barber, & DeMatteis-Lepore, 2018; Terrill, Rossler, & Paoline, 2014; Dean, Lumb, & Proctor, 2000). The variety of services now required of sheriff deputies and police officers that obligate their time and take them out of rotation for dispatch and

response to calls for service was recently observed by a southern state Supreme Court

Justice:

*“Police officers wear many hats: criminal investigator, first aid provider, social worker, crisis intervener, family counselor, youth mentor and peacemaker, to name a few. They are charged with the duty to protect people, not just from criminals, but also from accidents, natural perils and even self-inflicted injuries. We ask them to protect our property from all types of losses—even those occasioned by our own negligence. They counsel our youth. They quell disputes between husband and wife, parent and child, landlord and tenant, merchant and patron and quarreling neighbors. Although they search for clues to solve crime, they also search for missing children, parents, dementia patients, and occasionally even an escaped zoo animal. They are society’s problem solvers when no other solution is apparent or available.”*

Tennessee Supreme Court, May 9, 2016

These multi-faceted demand for services ebb and flow across a jurisdiction per individual communities’ extent of service demands, preferences for how much time officers should spend on proactive and community policing activities, related training needs, shift relief, and individual leave time to prevent deputy fatigue (Wilson & Weiss, 2012). We next briefly survey major manpower analysis models in recognition of the importance of acknowledging the expanded scope of law enforcement services, population and community growth, human resource issues of recruiting and attrition, and calls for services and the nature of those services - as traffic, mental health, and related emergencies oblige more manpower (Miller & Miller, 2016). Moreover, it is also important to distinguish how calls and demands vary by call type, time, and location, amount of time spent on calls, and how these fluctuate across day of week and work shift.

### **Review of leading manpower analysis models**

Leading manpower analysis models include crime trends, minimum levels, per-capita, and workload-performance based approaches. The research literature has identified shortcomings of the crime trends and minimum level strategies (Hollis &

Wilson, 2015; Wilson, 2012; Koper et al., 2001) noting that police staffing responsive to crime trends is typically reactionary and oriented toward neither optimal law enforcement performance nor community needs over time and the minimum level needed approach has been proven problematic in that setting staffing levels for fixed periods of time tends to limit responsiveness to emergent and changing crime patterns and service demands, as well proving difficult to align with police union contracts. Accordingly, the vast majority of manpower analyzes employ either the per capita or workload oriented approach.

#### *Per Capita Model*

The per capita model of manpower analysis was previously touted by the International Chiefs of the Police as the preferable method for determining size of force (Hughes, 2006). This method looks to law enforcement deputy and population ratios with a specified deputy per 1,000 citizens, generally, with the ratio of deputies fluctuating per type (urban/suburban/rural) and size of population served with an overall range of 2.5 to 1.8 deputies per citizens served. Per the expectation of a deputy per 1,000 residents, the per capita approach seemingly indicates sufficient force size but this approach is fraught with assumptions that suggest per capita recommendations are artificially low. The biggest false assumption in per capita analysis is that police are usually measured in terms of number of sworn personnel with the view that all are dispatch available, that is, that they are normatively available for dispatch while on duty. A more accurate approach would be to observe the total size of the force minus supervisory officers and deputies assigned to specialized units. Another major erroneous assumption is that the number of staff assigned to a shift reflects actual force and available manpower for those shifts. In reality, the actual number of deputies per shift varies due to absenteeism for training,

vacation, sick leave, etc. but the per capita model relies on the highest number potential number thus projecting that the police are better staffed than is actually the case.

Decades of direct observation research has shown that law enforcement deputies spend more time on activities not related to crime, such as traffic accidents, noise complaints, and service delivery, than on crime-related activities (Terrill, Rossler, & Paoline, 2014) and indicate that force size should be determined by a complex set of factors informed by workload, actual service, and agency and community drivers. Common variables informing staffing levels include citizen service calls, proactive policing practices, training, shift relief, and attrition. These and similar correlates are factored in the workload analysis approach that is customizable to individual agency resources, workload, and community influences (as opposed to just setting size of force to population size served) and thus the more comprehensive and scientifically rigorous of the most used manpower analysis models.

#### *Workload Model*

Workload analysis is oriented in actual levels of demand for police services and matches that demand with the supply of police resources. Typically, this approach relies on an examination of calls for services received by a department and understood in terms of demand and supply. This method enables comprehensive assessment of workload through both calls for service, operational commitments placed on a department (such as service contracts, grant conditions, and specialized units) and shift and squad information – data all available from law enforcement agencies. This approach also requires additional community as well as county and state agency data that empirically conditions and contextualizes final staffing observations. Accordingly, we propose an enhanced

blended per capita and workload based analytic plan (Maloney & Moty, 2002 & McCabe, 2013).

### **Methodology**

The present study design features a blended per capita-workload research design. Noted shortcomings notwithstanding, per capita observations have been the most utilized of the staffing formulas and provide a crude reference of minimum personnel needed consistent with many agencies' past staffing practices. Per capita data also provides an opportunity to examine how FCSO deputy staffing compares to other sheriff's offices on national, regional, state, and local levels. As a first phase of empirical observation, then, per capita assessment provides a general benchmark from which a second workload analysis phase involving arithmetical adjustments factoring drivers of deputy time indicates final staffing needs. Workload analysis is comprised of seven sequential analytic steps identifying specific FCSO patrol staffing needs based on the number of law enforcement deputies (supply) relative to the number of calls for service (demand). Individually and collectively, these data indicate whether and to what extent the FCSO is understaffed and, if so, the level of hires necessary in order for the agency to approximate recent year performance records for number of dispatches and response time sure to be tested by additional population growth related service demands. After describing the research setting and agency characteristics, our blended-model strategy is presented to indicate the number of additional deputies needed to respond to current and future projected number of calls for service cognizant of the evolving needs of the jurisdiction. To better illustrate how the empirical observations in this multi-step research process in turn inform subsequent steps and calculations, we present the findings of each step to

demonstrate the multiple factors and calculation steps undertaken to deduce staffing recommendations.

#### *Research Setting: Flagler County, Florida*

Data points in the current the study were obtained from various official county documents (Appendix A). Flagler County is located on the east coast of central Florida and is home to the tourism areas of Palm Coast and Flagler Beach. With a size of 483 square miles, Flagler County is the seventh smallest county in the State of Florida. Flagler County is home to an estimated 108,000 predominantly white residents with an average income of \$50,000 per year (U.S. Census Bureau, 2020). The county's leading industry is health care and boasts a nationally recognized hospital. The City of Palm Coast is considered the county's major residential area with a population estimated to be 83,000 (U.S. Census Bureau, 2020).

#### *Law Enforcement in Flagler County*

The Flagler County Sheriff's Office (FCSO) is responsible for law enforcement and citizen calls for service, as well as management of a detention facility, Flagler County Jail, in Bunnell, Florida. The FCSO, headquartered in Bunnell, Florida is the only full-service law enforcement support to the county, and the main law enforcement agency for the City of Palm Coast. The county jurisdiction is for patrol purposes separated into three districts comprised of multiple sectors with the City of Palm Coast (District 2) representing suburban neighborhoods and most of the population, projected population growth, and thus the majority of current and future law enforcement services (see Appendix B, FCSO District & Sector Map).

The City of Palm Coast is provided police services through a special contract and agreement resolution between the City and the FCSO. While all County residents receive basic law enforcement services, the contract specifies enhanced services operationalized in terms of a higher officer to citizen ratio for the City (1.37 deputies per 1,000 residents County-wide and 1.7 deputies for the City per the inter-local agreement – see Appendix D). This is a fairly rare contractual arrangement in light of a Florida Supreme Court ruling in 1984 (*City of Palm Beach v. Palm Beach County*) that decreed counties have no duty to provide law enforcement services to cities nor do such situations constitute dual taxation (see Appendix E). While such city-county law enforcement services agreements are rare, neighboring Volusia County Sheriff's Office contracts with the City of Deltona which has a similar population to Palm Coast and provides staffing comparison data (a \$11,833,094 contract for 79 deputies).

FCSO has been under the leadership of Sheriff Rick Staly since 2017. Since his election, Sheriff Staly has used his 45 years of law enforcement experience to bring stability to the agency and create partnerships between local law enforcement agencies throughout the county. Among his many accolades, Sheriff Staly has received a Purple Heart Medal and a President's Lifetime Achievement Award. Under his guidance, the FCSO proudly reported a 36% decrease in crime since he became Sheriff (*FCSO UCR Report, 2020*).

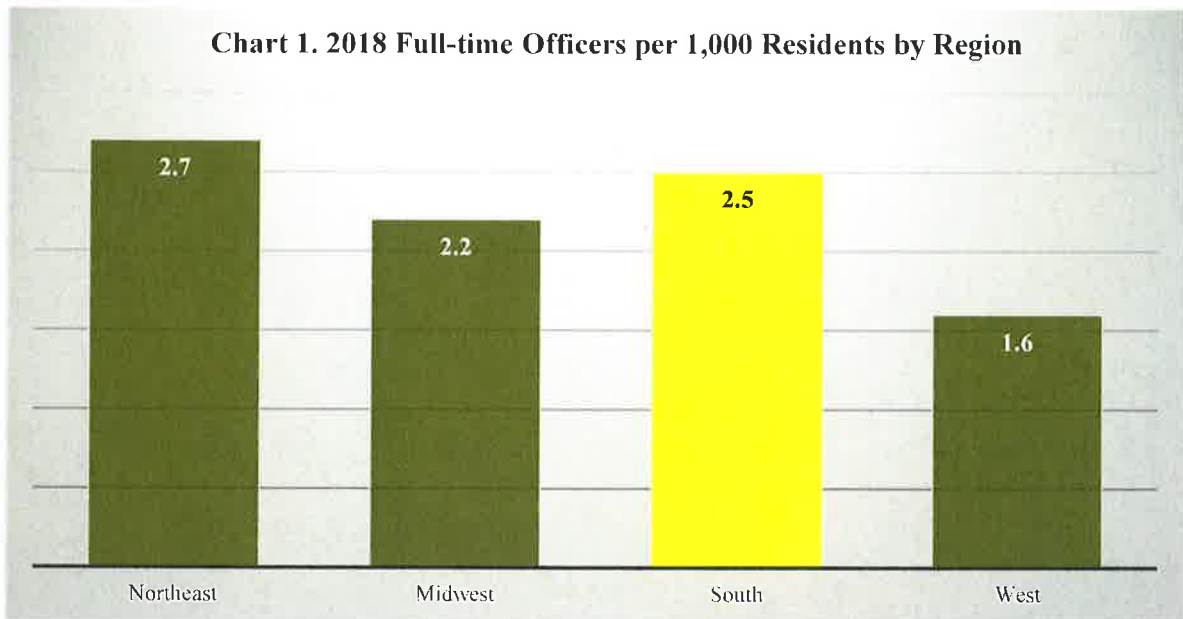
Official data from the Florida Department of Law Enforcement (FDLE) indicates the Flagler County Sheriff's Office employed 170 law enforcement deputies during 2018. To a large degree, deputies' work responsibilities are determined by the units to which assigned. The current study examines per capita data that includes all sworn FCSO law



enforcement deputies. The workload analysis focuses specifically on minimum staffing levels needed for FCSO's Alpha, Bravo, Charlie, and Delta units based on 2018 calls for service. At any one time, the max number of deputies assigned to Alpha, Bravo, Charlie, and Delta units during 2018 was 19 patrol deputies for a total of 76 patrol deputies across these units. Each unit includes two Sergeants, two Corporals, and 15 Deputies whose responsibilities include, but are not limited, to responding to calls for service across FCSO's three districts. Shift data for deputies assigned to Traffic, K9, Marine, and Agricultural units were reviewed during the data gathering process but ultimately excluded from consideration in the workload analysis because these specialists are not typically in the primary dispatch rotation. Additionally, deputies assigned to Traffic, K9, Marine, and Agricultural units have schedules that do not comport with the 12-hour shifts of the Alpha, Bravo, Charlie, and Delta patrol units.

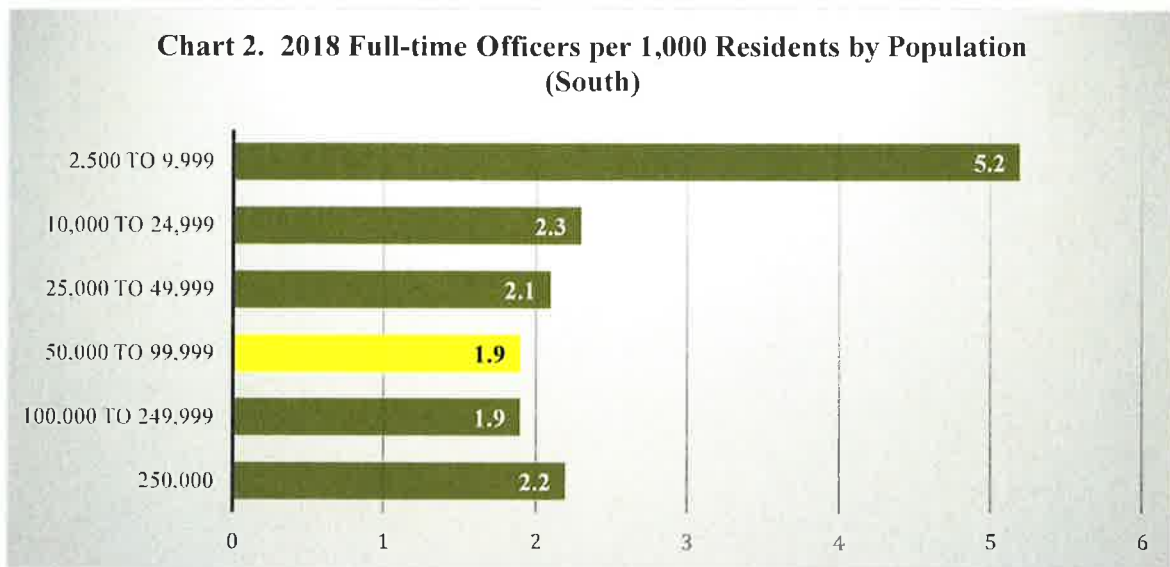
#### *Per Capita Analytic Steps & Findings*

The Federal Bureau of Investigations compiles officer staffing information from law enforcement agencies across the United States. The information is presented by region so that agencies can compare their staffing levels to agencies within their geographic region as well as the other regions across the country; note that the FCSO is counted among the agencies in the South Region. Chart 1 depicts the number of full-time officers per 1,000 residents across all regions. The South employs an average of 2.5 full-time officers per 1,000 residents. This level of staffing ranks second behind the Northeast (2.7) and ahead of the Midwest (2.2) and West (1.6). At present, the FCSO has a staffing level of 1.70 full-time deputies per 1,000 residents, falling well below the 2.5 level of staffing for agencies in the South.



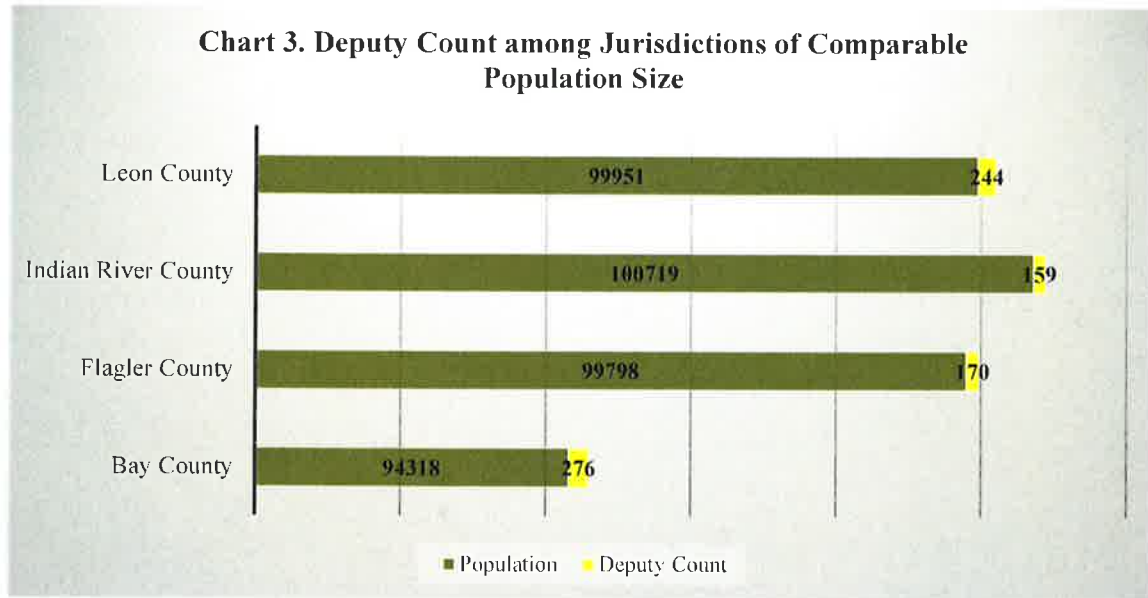
Source: Federal Bureau of Investigation (2020)

While the number of officers per 1,000 residents by region provides an understanding of officer staffing across the four defined regions of the United States, it is important to examine the level of staffing by population within an agency's own region. Chart 2 depicts the number of full-time officers per 1,000 residents by population in the South. Flagler County currently falls into the category of 50,000 to 99,999. On average, agencies within this category staff 1.9 full-time officers per 1,000 residents. Given the trajectory of population growth estimated for Flagler County, it is important to consider the adjacent category of 100,000 to 249,000 residents. In this case, the 100,000 – 249,000 category also staffs an estimated 1.9 full-time officers per 1,000 residents. At present, the FCSO has a staffing level of 1.7 full-time officers per 1,000 residents - below the staffing levels of other agencies in the South with a similar population size.



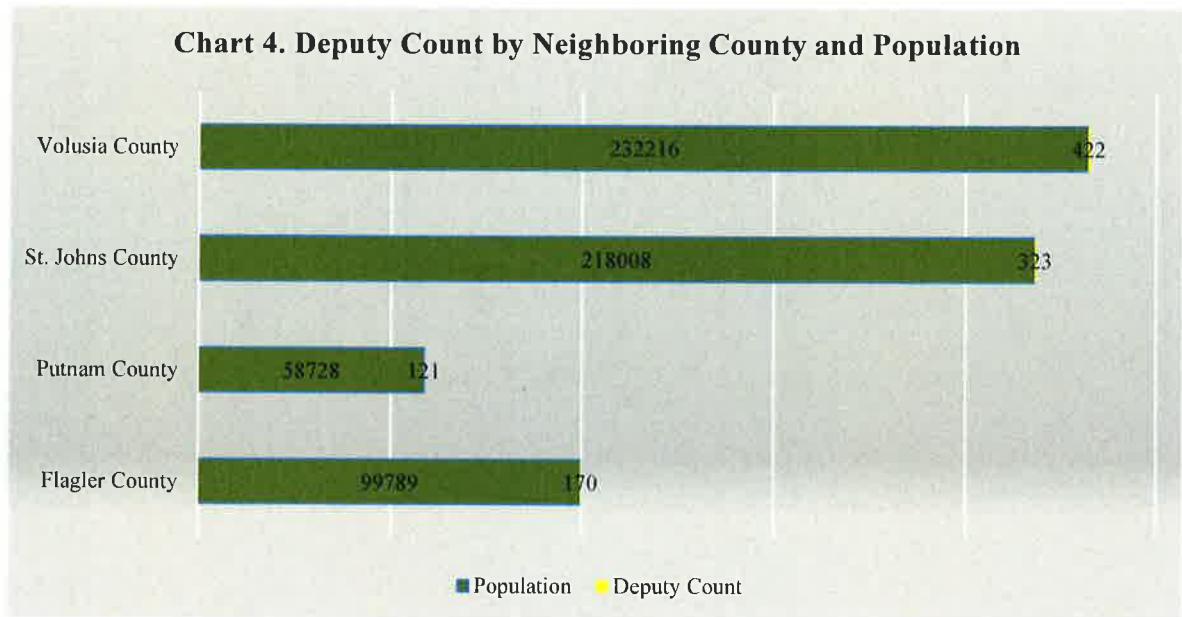
Source: Federal Bureau of Investigation (2020)

The regional information provided by the Federal Bureau of Investigations allows for comparisons against other similarly sized agencies in the South Region. However, it is important to make comparisons to agencies within the State of Florida. To this end, data from the Florida Department of Law Enforcement (FDLE) are utilized to compare staffing in other similarly sized jurisdictions in Florida. Chart 3 illustrates the number of deputies employed by FCSO compared to the sheriff's offices in Leon County, Indian River County, and Bay County. In this case, FCSO ranks third out of the four agencies with 170 deputies. Leon County, which has a population that is only slightly larger than Flagler County, employs 244 law enforcement officers. That is a difference of 74 law enforcement officers when Leon County outsizes Flagler County by 153 residents. Bay County and Indian River County are the bookends in law enforcement staffing with Bay County employing 276 law enforcement officers and Indian River County employing 159 law enforcement officers.

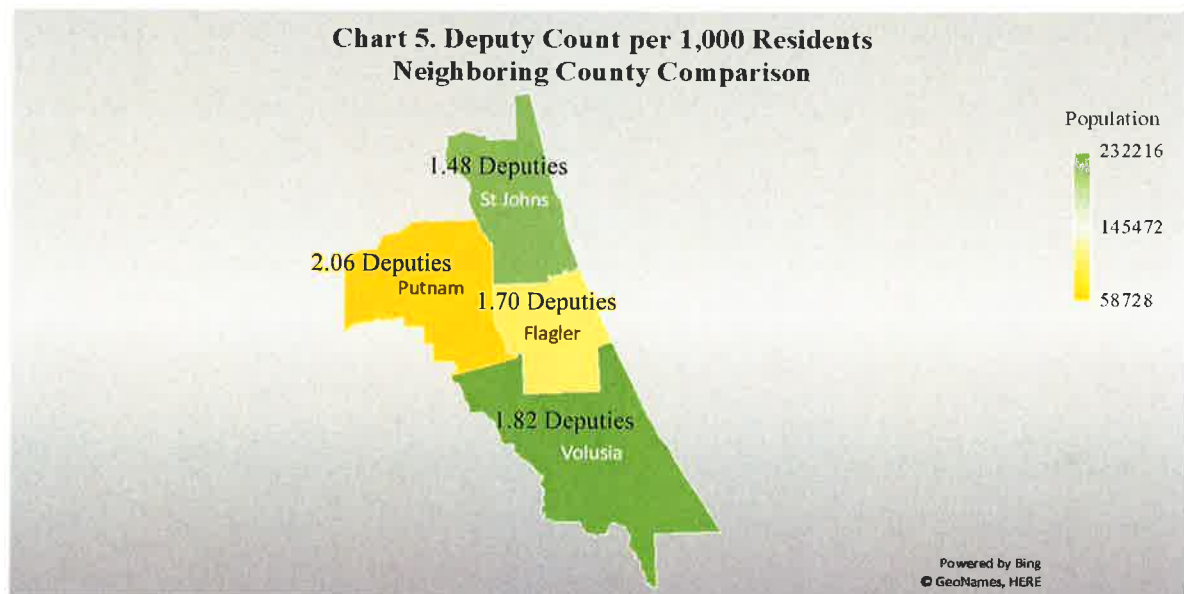


Source: Florida Department of Law Enforcement (2020)

In Chart 3, comparisons were made to similarly sized jurisdictions in Florida. Charts 4 and 5 include law enforcement staffing comparisons to the counties that neighbor Flagler County. Flagler County is third of the four counties in population size, number of law enforcement deputies, and number of law enforcement deputies per 1,000 residents. At present, Putnam County (2.06) is the only agency whose law enforcement staffing exceeds the 1.90 deputies per 1,000 residents average in the South. Flagler County (1.70), St. Johns County (1.48) and Volusia County (1.82) all fall below the 1.90 average for agencies in the South.



Source: Florida Department of Law Enforcement (2020)



Source: Florida Department of Law Enforcement (2020)

#### *Workload Analytic Steps & Findings*

For the workload analysis, secondary data were provided by FCSO (see Appendix C). Through a series of steps and calculations drawing upon official FCSO shift and squad data, this analytic approach estimates the minimum number of deputies needed

(supply) to respond to the number of calls for service (demand). These estimates are inherently conservative because it assumes that patrol activity is limited to responding to calls for service. Adjusted estimates are provided to account for time spent on other enforcement and community policing activities (e.g., patrol, proactive policing, community engagement, etc.).

#### Step 1 – Calls for Service

FCSO utilizes a 12-hour shift staffing model for patrol deputies that is broken down into Days and Nights. Similarly, calls for service are divided into Days and Nights to reflect the FCSO current staffing model. FCSO received 102,691 calls for service during 2018 with the majority of calls for service (62,050) received during the 6:00am – 6:00pm Day Shift. In comparison, 40,641 calls for service were received during the 6:00pm – 6:00am Night Shift.

Table 1. FCSO 2018 Calls for Service by Shift

Shift	CFS
Day	62,050
Night	40,641

The 102,691 calls for service reflect instances where a single deputy was dispatched but the figure does not capture instances where multiple deputies were dispatched nor instances where deputies self-dispatched to assist with a call. A conservative adjusted call for service calculation of 5% is included for Day Shift and Night Shift in Table 2 to account for calls where multiple deputies are dispatched or self-dispatch. The 5% adjustment results in 65,153 calls for service during Day Shift and 42,673 calls for Service during Night Shift. From this point forward, all calculation will be based on the 5% adjusted number of calls for service.

Table 2. FCSO 2018 Adjusted Calls for Service by Shift

Shift	CFS	5%	Total (CFS + 5%)
Day	62,050	3,103	65,153
Night	40,641	2,032	42,673

### Step 2 – Time to Address Calls for Service

The next step in the workload analysis requires an inspection of the amount of time spent to address each call for service and the calculation of an average time spent for all calls for service. The average time spent per call on Day Shift was 1:33:22 which was rounded to ninety-three minutes. The average time per call on Night Shift was 0:39:59 which was rounded to forty minutes. A weighted average was calculated to account for the difference in the number of calls on Day Shift and Night Shift that resulted in a seventy-two-minute average time per call. The adjusted number of calls is multiplied by the average time per call to calculate the number of minutes required to respond to 2018 calls for service. The total number of minutes for Day Shift and Night Shift are converted to hours by dividing by sixty minutes in an hour. Table 3 outlines the number of minutes and hours required by FCSO deputies to respond to calls for service during 2018 assuming 5% of calls involved multiple deputies.

Table 3. Time Spent on 2018 Calls for Service

Total Time		
Shift	Minutes	Hours
Day	4,691,016	78,184
Night	3,072,456	51,208

### Step 3 – Minimum Deputies to Address 2018 Calls for Service Before Shift Relief Factor

The next step in the process is to calculate the minimum number of deputies by shift to respond to the calls for service. The initial calculation of minimum number of deputies by shift is based on FCSO patrol deputies working 12 hours per day, 365 days per year (4380) hours. To this end, the total number of hours is divided by 4380 to

determine the minimum number required per shift. Table 4 indicates that a minimum of 18 deputies is needed per Day Shift and that 12 are needed per Night Shift. Note, this calculation does not consider the shift-relief factor which will subsequently be calculated and included to reflect the difference between the maximum number of hours a deputy could and actually works.

Table 4. Minimum Deputies by Shift

Shift	Hours	Deputies Required
Day	78,184	17.85
Night	51,208	11.69

Step 4 – Minimum Deputies Per Shift to Meet Performance Objectives Before Shift Relief Factor

Once the minimum number of deputies per shift has been calculated, the performance objectives of the organization must be considered. Each column of Table 5 indicates a percentage of time that a deputy is obligated (e.g., 100%, 75%, 50%, 33%). For the purpose of this analysis, obligated refers to the percentage of time spent responding to calls for service. The Obligated 100% column illustrates the minimum number of deputies needed per shift assuming the deputy spends 100% of their time responding to calls for service. In reality, they spend a considerable portion of time performing policing-related tasks beyond responding to calls for service (e.g., patrol, proactive policing, community engagement, etc.). The percentage of time allocated to other tasks is determined by the performance objective identified by the enforcement agency to best meet the needs of the jurisdiction. The IACP suggests officer time be divided equally across three categories of enforcement activities including: responding to calls for service, patrol, and administrative duties (Wilson & Weiss, 2014). In other words, one-third of deputy time would be obligated to responding to calls for service



while the remaining two-thirds of time would be unobligated to allow for other policing-related activities such as patrol and administrative duties. In order to comply with the IACP's recommendation, FCSO would need 54 deputies per Day Shift and 35 per Night Shift. More conservative estimates are provided in the Obligated 50% and Obligated 75% columns. Note, these are the minimum number of deputies needed by shift before the calculation and inclusion of the shift-relief factor.

Table 5. Minimum Deputies by Shift with Varying Performance Objectives

Shift	Obligated 100%	Obligated 75%	Obligated 50%	Obligated 33%
Day	17.85	26.78	35.7	53.55
Night	11.69	17.54	23.38	35.07

#### Step 5 – Calculation of Shift-Relief Factor

A shift-relief factor calculation is needed to reflect the difference between the number of days a deputy can and actually does work. To this end, we first calculate the total number of hours a deputy theoretically would work if they completed a 12-hour shift each day of the year ( $365 \times 12 = 4380$ ). From there, we must subtract the annual time off hours for a FCSO deputy (2564). Finally, we divide the maximum number of hours a deputy can work (4380) by the actual specified number of hours worked (1816) to obtain a shift-relief factor of 2.41. The shift relief factor reflects the number of FCSO deputies that must be assigned to ensure that one deputy is on duty.

#### FCSO Shift Relief Calculation

$365 \text{ days per year} \times \text{shift length} / (365 \times \text{shift length} - \text{total time off})$   
 $365 \times 12 / (365 \times 12 - 2564)$   
 $4380 / (4380 - 2564)$   
 $4380 / 1816$   
 2.41

Table 6. FCSO 2018 Time Off for Deputies Working 12-Hour Shifts

Category	Time Off
Personal Time	36
Vacation Time	120
Holiday	144
Sick Leave	80
7 Days off in Each 14 Day Period	2184
Total	2564

Step 6 – Minimum Deputies Per Shift with Shift-Relief Factor

The sixth step in the analysis process is to calculate the minimum number of deputies assigned to each shift considering the number of calls for service, performance objectives of the agency, and shift-relief factor. Table 7 provides these calculations in four columns. The first column reflects the minimum number of deputies per Day Shift and Night Shift if deputies spend 100% of their time responding to calls for service. The second, third, and fourth columns depict the minimum number needed per shift based on the generalized performance objectives of the agency. The Obligated 75% column indicates that FCSO must have a minimum of 65 deputies assigned per day shift and 42 deputies assigned to night shift – with the expectation that 75% of time is allocated to responding to calls for service and 25% of time on other policing-related activities.

Table 7. Minimum Deputies per Shift by Performance Objective Including Shift-Relief Factor

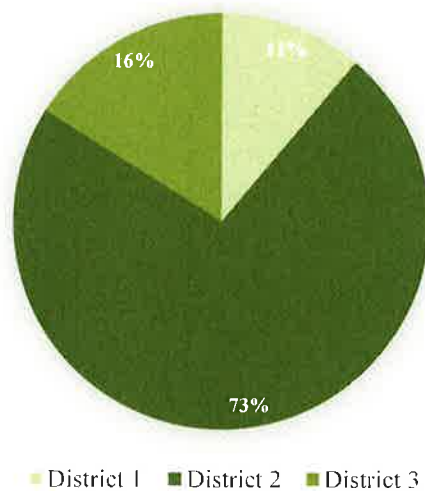
Shift	Obligated 100%	Obligated 75%	Obligated 50%	Obligated 33%
Day	43.02	64.53	86.04	129.06
Night	28.17	42.26	56.35	84.52

Step 7 – Workload Analysis by FCSO District

In Steps 1-6, we outlined the process for calculating the minimum number of FCSO deputies needed per shift to respond to 2018 calls for service per established workload analysis methodology. Here, we add an additional seventh step to factor

workload per district (FCSO is divided into three districts). As outlined in Chart 6, District 1 accounts for roughly eleven percent (11.19%) calls for service and District 3 accounts for sixteen percent (16.09%) of calls for service. Collectively Districts 1 and 3 represent twenty-seven (27.28%) of all FCSO calls for service. The remaining seventy-three percent (72.73%) of calls for service occur in District 2. The unequal distribution of calls for service across the three districts indicates a need to differentially distribute deputies across districts. Step 7, then, extends the calculations carried out in Steps 1-6 and applies sixth step results to spatial logic as the drivers of FCSO services tend to concentrate within the County.

**Chart 6. 2018 FCSO Calls For Service by District**



**Table 8. FCSO 2018 Adjusted Calls for Service by District**

District	CFS	5%	Total (CFS + 5%)
1	11,488	574	12,062
2	74,683	3,734	78,417
3	16,520	826	17,346

Table 9. Time Spent on 2018 Calls for Service

Total Time		
District	Minutes	Hours
1	868,464	14,474
2	5,646,024	94,100
3	1,248,912	20,815

Table 10. Minimum Deputies by District

District	Hours	Deputies Required
1	14,474	3.30
2	94,100	21.48
3	20,815	4.75

Table 11. Minimum Deputies by District with Varying Performance Objectives

District	Obligated 100%	Obligated 75%	Obligated 50%	Obligated 33%
1	3.30	4.95	6.6	9.9
2	21.48	32.22	42.96	64.44
3	4.75	7.13	9.5	14.25

Table 12 illustrates the minimum number of deputies needed per district including the shift-relief factor. In order to determine the minimum number of deputies needed per district, per shift, we consider the percentage of FCSO calls for service that take place during Day Shift and Night Shift. As outlined in Chart 7, sixty percent of calls for service take place during Day Shift and forty percent of calls for service take place during Night Shift. Finally, Table 13 outlines the minimum number of deputies per district, per shift, considering varying performance objectives. The Obligated 75% column indicates that FCSO District 1 requires a minimum of 7 deputies during Day Shift and 5 during Night Shift. FCSO District 2 requires a minimum of 47 deputies assigned to Day Shift and 31 assigned to Night Shift. Finally, District 3 requires a minimum of 10 deputies assigned to Day Shift and 7 assigned to Night Shift. Again, these numbers reflect a deputy spending 75% of their time responding to calls for service and 25% of their time engaging in other policing-related activities.

Table 12. Minimum Deputies per District by Performance Objective Including Shift-Relief Factor

District	Obligated 100%	Obligated 75%	Obligated 50%	Obligated 33%
1	7.95	11.93	15.91	23.86
2	51.77	77.65	103.53	155.30
3	11.45	17.18	22.90	34.34

Chart 7. Calls for Service and Average Service Time

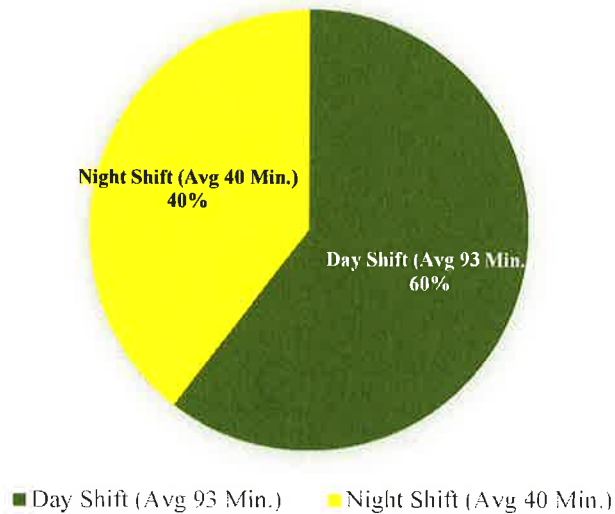
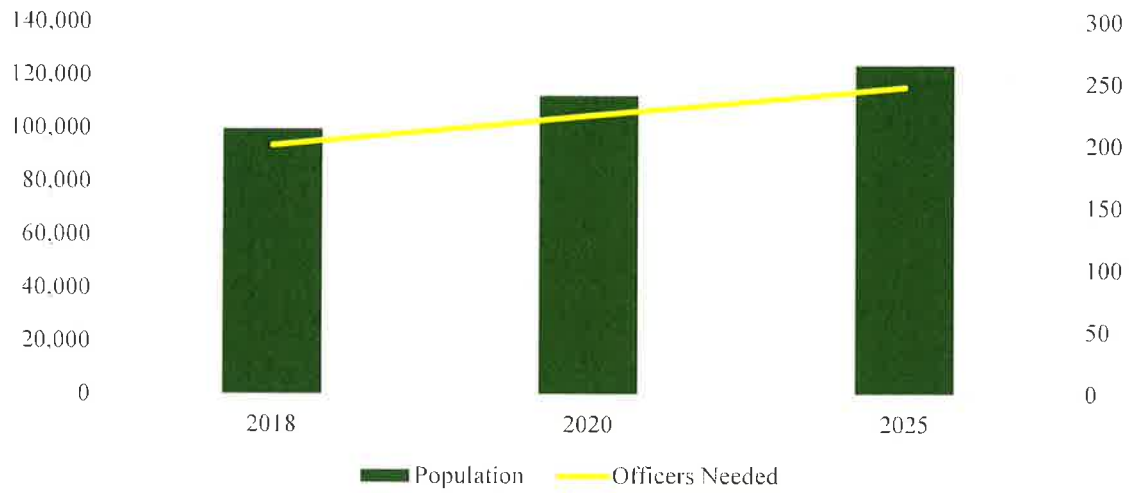


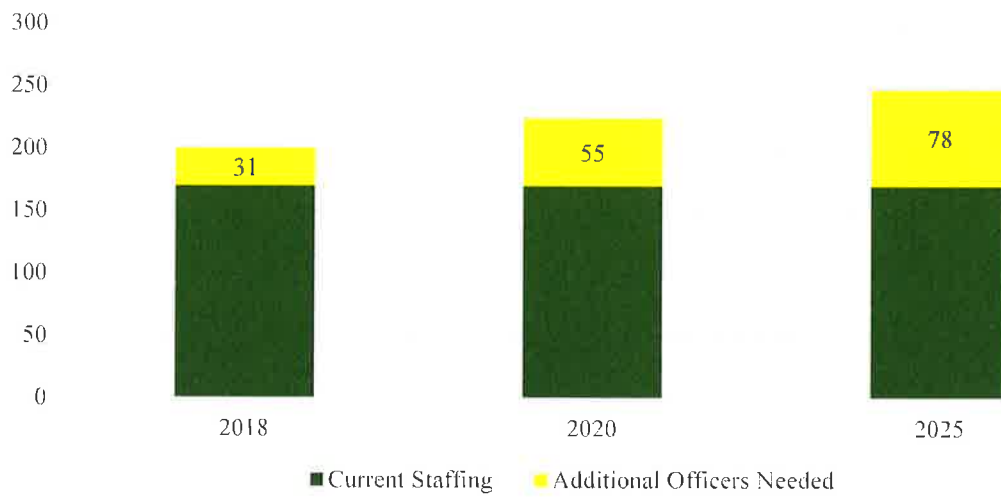
Table 13. Minimum Deputies per District and Shift by Performance Objective Including Shift-Relief Factor

District	Obligated 100%		Obligated 75%		Obligated 50%		Obligated 33%	
	Day	Night	Day	Night	Day	Night	Day	Night
1	4.77	3.18	7.16	4.77	9.55	6.36	14.32	9.54
2	31.06	20.71	46.59	31.06	62.12	41.41	93.18	62.12
3	6.87	4.58	10.31	6.87	13.74	9.16	20.60	13.74

**Chart 8. Population and Staffing Needs**



**Chart 9. Near Future Staffing Recommendation**



## Conclusion

This study employed a blended per capita-workload research strategy constituting a hybrid manpower analysis model. Utilizing per capita analysis to observe FCSO staffing in historical and regional contexts and identify a reference benchmark of minimum number of deputies and then a multi-step workload analysis to observe need relative to actual services performed, findings were generated that indicate immediate and near future FCSO staffing needs. The per-capita data from FDLE indicate that FCSO employed 170 law enforcement deputies in 2018, which translates to 1.70 deputies per 1,000 residents. The number of deputies and corresponding rate fall below the 1.9 deputies per 1,000 residents rate for other similarly populated jurisdictions in the South and well below the 2.5 per 1,000 residents rate for all jurisdictions in the South. *Based on 2018 population numbers, FCSO would need to hire 20 additional deputies to increase the number to a rate of 1.9 deputies per 1,000 residents and 82 additional deputies to meet the mark of 2.5 deputies per 1,000 residents.*

The findings from the workload analysis suggest that FCSO needed 107 deputies obligated at 75% to address the 2018 FCSO calls for service. Data from FCSO indicate that 76 deputies were assigned to Alpha, Bravo, Charlie, and Delta patrol units during 2018. *Thus, FCSO was short 31 deputies in 2018.* Of note, if FCSO patrol units had been adequately staffed to meet the needs of its citizenry, there would have been 201 FCSO deputies (representing 2.0 deputies per 1,000 residents). While still below the 2.5 deputies per 1,000 residents average across all jurisdictions in the South, the number of deputies and rate per 1,000 residents closely align with the 1.9 deputies per 1,000 residents average for jurisdictions in the South with a population 50,000 – 249,000.

Data from the 2019 Florida Demographics Estimating Conference and the University of Florida, Bureau of Economic and Business Research project the population of Flagler County will be 112,463 in 2020 and 123,902 in 2025. *Anticipated regional and county population growth will necessitate the hiring of additional deputies.*

Assuming a Flagler County population of 112,463 in 2020, FCSO will need 225 law enforcement deputies to maintain a rate of 2.0 deputies per 1,000 residents. Similarly, assuming a Flagler County population of 123,902 in 2025, FCSO will need 248 deputies to sustain an approximate rate of 2.0 deputies per 1,000 residents.

#### *Immediate & Near Future Staffing Recommendations*

1. Immediate hiring implications (2020): FCSO is understaffed with respect to the size of the population and the workload of its patrol deputies. To this end, FCSO should hire 31 additional deputies to bring staffing levels in line with the 2018 Flagler County population and 2018 FCSO calls for service.
2. Near Future (to 2025): FCSO should plan to employ 225 law enforcement deputies in 2020 to meet the needs of its growing population. This will require the hiring of an additional 55 deputies beyond the 170 FCSO employed in 2018. Further, FCSO should plan to employ 248 deputies by 2025. This will require the hiring of an additional 78 deputies beyond the 170 law enforcement deputies employed in 2018.

#### *Study Limitations & Implications for Related Research*

The current study relies on secondary data from the FCSO, FBI, and FDLE. One of the limitations associated with the use of secondary data is that the available data may not align with the research question and corresponding data needs. In this study, minor



issues were encountered when attempting to pull select data queries from the FCSO data management system. For example, the data management system was unable to provide an average time of service across all 2018 calls for service. However, the system was able to provide an average time of service across Day and Night Shifts, so a weighted average was calculated to most closely approximate the average time of service across all calls. A second limitation is that the workload analysis was conducted using calls for service from a single year. As such, the analysis is a snapshot of staffing needs based on the number of calls for service in 2018. If the numbers of calls for service fluctuate greatly from one year to the next and/or the average time of service varies significantly from one/year to the next, then additional adjustments to staffing levels will be necessary.

The interrelated issues of a bounded study timeframe and the absence of identified but unmeasured important drivers of police work (i.e., missing variables) suggest the staffing recommendations above err on the side of being too conservative. More exact time calculations such as whether allocations of the FCSO specialized traffic unit eases or allocates overall deputy time obligation when proportioned per district, which for FCSO means balancing enhanced service demand from the City of Palm Coast consistent with, not just traffic issues, but the majority of demand for overall and enhanced police services in Flagler County. Impending community change such as development of multi-unit planned housing in Palm Coast will bring issues correlated with socioeconomic diversity that introduce additional demands for law enforcement services and the related issue of population growth within districts as opposed to the county overall are methodological refinements that would indicate more precise manpower needs moving forward. While the present study was unable to measure all variables nor measure all

identified variables optimally, our hybrid, blended per capita-workload manpower calculation model indicates staffing needs per consideration of citizen service demand, agency resources, and community characteristic data more comprehensively than previous calculations.

City of Palm Coast expectations for law enforcement services, both basic and especially for enhanced services, should be revisited frequently as population growth and social change are most concentrated in city versus more rural districts and even a few years of growth can quickly create imbalance between citizen demands and expectations regarding law enforcement services and response capacity. Population growth will impact the need for professional support staff such as 9-1-1 operators, mental health crisis responders, and crime scene investigators that, like patrol needs, will be concentrated in District 2.

Whereas size of force and manpower analysis literature review identified a comprehensive list of germane variables and issues regarding operationalization of deputy time that may be more assumptive than accurate, such as split of time across crime fighting, service, and other proactive/community based police functions and actual split of obligated versus unobligated time during shifts, future research should strive to both measure all known relevant drivers of police time and execute methods to better proxy time obligation as opposed to projected 50% or 75% thresholds. Also, additional analysis is needed to understand accurately how deputy obligations, services, and responses present additional manpower obligations specific to sectors and districts. To do so, mixed-methods research will be required that, in addition to complex statistical analysis of official agency and community data, will need to be site based to enable in-

depth interviews with administrators, deputies and other agency stakeholders to empirically gauge with greater precision the nature of calls for service and dispatch relationship.

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## ABOUT THE AUTHORS

**J. Mitchell Miller** (*Ph.D., Tennessee, 1996*) is a Professor in the Department of Criminology & Criminal Justice at the University of North Florida where he teaches and researches in the areas of justice program evaluation, offender treatment, and drug crime. An Academy of Criminal Justice Sciences Fellow, he oversees a national researcher-practitioner partnership oriented research agenda addressing justice mental health and substance abuse toward enhancing connections to treatment while balancing public safety needs. Dr. Miller previously served on the faculty of the College of Criminal Justice at the University of South Carolina (where he held a joint appointment on the faculty of the College of Social Work and was Director of Drugs & Addictions Studies), is the former lead evaluator of the Moscow Police Command College – a US State Department sponsored police democratization initiative, and former Chair of the Department of Criminology & Criminal Justice at the University of Texas San Antonio. He is the current Editor of the *American Journal of Criminal Justice*, Past President of the Southern Criminal Justice Association, and a member of the US Assistant Attorney General's Justice Advisory Committee. He has authored multiple books including *Criminological Theory: A Brief Introduction* (4<sup>th</sup> edition, Pearson) and *21<sup>st</sup> Century Criminology*, Vols. I-II (SAGE) and over 200 refereed scientific journal articles and book chapters. His applied contributions include pure research on a range of crime and justice issues from child abduction patterns informing development of the AMBER ALERT system and confidential informant utilization that is required reading in the FBI Training Academy to development of the *Justice Program Fidelity Scale*, a multi-domain instrument utilized in state and private correctional systems to ensure accountability assurance of offender programming. Per the *Journal of Criminal Justice Education* and the *Journal of Criminal Justice*, Dr. Miller is identified in Criminology & Criminal Justice discipline national top ten rankings for both academic publication productivity and grants acquisition. Currently, he is engaged in justice mental health program development and evaluation projects for the US Bureau of Justice Assistance and is scheduled to receive the Academy of Criminal Justice Sciences Founder's Award during March 2020 in San Antonio.

**Brenda Vose** (*Ph.D., 2008, University of Cincinnati*) is an Associate Professor and Chair of the Department of Criminology & Criminal Justice at the University of North Florida where she teaches and researches in the areas of community corrections, offender assessment and classification, and evidence-based interventions. Prior to joining the faculty at UNF, she was the Academic Director of the Online Master of Science Program in Criminal Justice at the University of Cincinnati. Given the size of the offender population, budgetary constraints and the ever present concern for public safety, she believes that research efforts are needed that aim to recognize the individual risks and needs of offenders and then identify, implement and improve upon effective treatment strategies through collaborative researcher-practitioner partnerships. Her published work appears in a range of criminology and criminal justice journals, including *Criminology and Public Policy*, *Journal of Contemporary Criminal Justice*, *Criminal Justice and Behavior*, and *Journal of Criminal Justice*.

## **List of Appendices**

- A. Official County Documents Reviewed
- B. Flagler County Sheriff's Office District and Sector Map
- C. FCSO Agency Data Providers
- D. Inter-local Agreement between City of Palm Coast & FCSO for Law Enforcement Services
- E. 1984 Supreme Court of Florida Ruling No. 63,254



### **Appendix A: Official County Documents Reviewed**

*2018 Annual Report.* (2018). Retrieved from <http://www.flaglersheriff.com/2018-annual-report>.

*A.C.T. Addressing Crime Together: 2019 Community Update.* (2019). Bunnell, FL: Flagler County Sheriff's Office.

*FCSO 2019 Update: Presented to the Palm Coast City Council March 19, 2019.* (2019). Bunnell, FL: Flagler County Sheriff's Office.

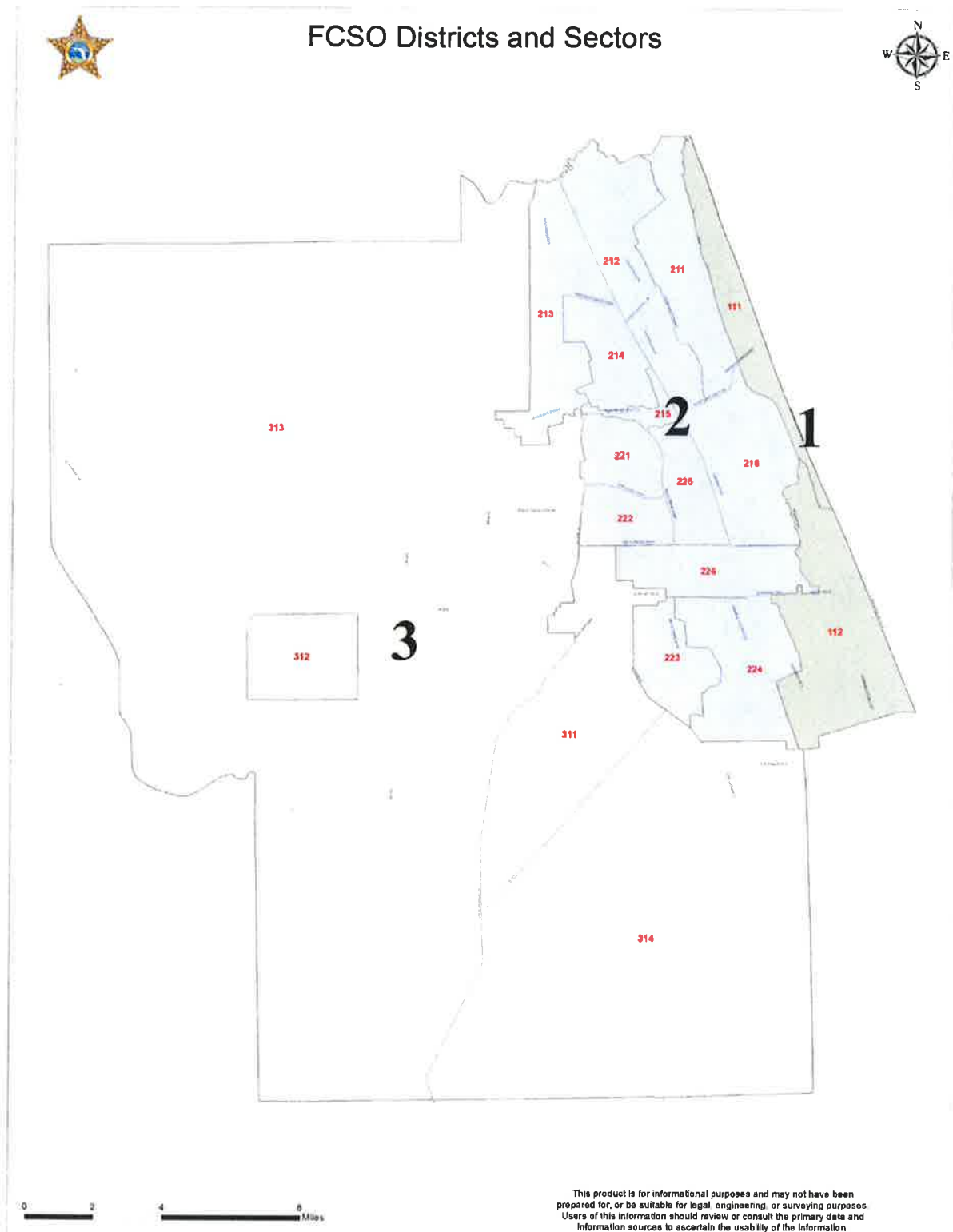
*Monthly Statistic Activity Report: City of Palm Coast December 1, 2018 to December 31, 2018.* (2018). Bunnell, FL: Flagler County Sheriff's Office.

*Monthly Statistic Activity Report: City of Palm Coast August 1, 2019 to August 31, 2019.* (2019). Bunnell, FL: Flagler County Sheriff's Office.

*The National Citizen Survey: Palm Coast, FL Community Livability Report.* (2017). Boulder, CO: National Research Center.

*Turnover Analysis: YTD October 2019.* (2019). Bunnell, FL: Flagler County Sheriff's Office.

## Appendix B: Flagler County Sheriff's Office District and Sector Map



## **Appendix C: FCSO Agency Data Providers**

Amy Drolet, Director  
Human Resources

Christina Mortimer, Director  
Communications

Kris Peterson, Director  
Homeland Security

Shannon Sandberg, Crime Analyst  
Investigative Services Division

Joe Saviak, Ph.D., Executive Director  
Sheriff's Leadership Institute

Bob Weber, Commander  
Organizational Services Division  
Management Services Section

Appendix D: Interlocal Agreement between the City of Palm Coast and Flagler County Sheriff's  
Office for Law Enforcement Services



Rick Staly, Sheriff  
**FLAGLER COUNTY SHERIFF'S OFFICE**

*"An honor to serve, a duty to protect."*

**Contract Review/Approval Form**

Requesting Party Section

1. Submitted by: Kayla Hathaway Dept./Unit: Legal
2. Nature/Name of Contract: Interlocal Agreement (FCSO/City of Palm Coast)
3. Return Contract to: Deadline Date:  
(Only if different from submitting by)
4. Contract Recipient Info:
  - a. Name/Title: Virginia Smith
  - b. Telephone #: 386-986-3713
  - c. Email Address:
5. Check below each who are **required** to Review and Approve your Contract request:  
☒ Finance ☐ IT ☐ Division Chief ☐ Undersheriff ☒ General Counsel
6. Date Contract submitted to Command Staff Assistant:

Reviewed and Approved by: Check applicable box, initial and date reviewed:

☒ Finance: *JEL*

Date: *7/26/17*

☐ IT:

Date:

☐ Division Chief:

Date:

☐ Undersheriff:

Date:

☒ General Counsel: *YELH*

Date: *7/26/17*

☒ Sheriff Staly: *[Signature]*

☒ Signed OR

☐ Rejected

Date: Click or tap to enter a date.

**FLAGLER COUNTY SHERIFF'S OFFICE**

*"An honor to serve, a duty to protect."*

**Indicate any special instructions or notes in this area.**

Follow instructions on Virginia Smith's letter regarding filing and returning original.

---

**BELOW is to be completed by Command Staff Assistant:**

1. Date contract returned to submitting party:

2. Date fully executed contract received:

3. Copies provided to: *(check all applicable)*

☐ Scanned Docs/Legal folder on server

☐ Submitting party *(if applicable)*

☐ Finance *(if applicable)*

☐ IT *(if applicable)*

☐ : \_\_\_\_\_

**Additional Notes:**

LIST ADDITIONAL COMMENTS AND NOTES HERE.

**FLAGLER COUNTY SHERIFF'S OFFICE**

*"An honor to serve, a duty to protect."*

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# city of PALM COAST

**Administrative Services & Economic Development**  
Office of the City Clerk

160 Lake Avenue  
Palm Coast, FL 32164  
386-986-3713

July 18, 2017

Sheriff Rick Staly  
Flagler County Sheriff  
901 East Moody Blvd.  
Bunnell, FL 32110

Dear Sheriff Staly,

At the July 18, 2017, City Council Business Meeting, City Council approved the Interlocal Agreement between the City and the Flagler County Sheriff's Office for Law Enforcement Services. In accordance with Section 25-Recordation and Filing of the Agreement, please execute the attached, have recorded in the Public Records of Flagler County and return the original recorded Agreement to the City.

If you have additional questions, please feel free to contact Mr. Landon or myself @ 386-986-3713.

Sincerely,

*Virginia A. Smith*

Virginia A. Smith, MMC/CP  
City Clerk/Paralegal

FS  
163.011(u)

Enclosures



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**AGREEMENT FOR LAW ENFORCEMENT  
BY AND BETWEEN  
THE FLAGLER COUNTY SHERIFF'S OFFICE  
AND  
THE CITY OF PALM COAST**

Inst No: 2017037405 10/25/2017 12:02 PM  
BK:2237 PG:1957 PAGES:16  
RECORDED IN THE RECORDS OF  
Tom Bexley Clerk of the Circuit Court & Comptroller  
Flagler FL

**THIS INTERLOCAL AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the City of Palm Coast, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY"), and the Flagler County Sheriff's Office (hereinafter referred to as the "FCSO").

**WITNESSETH**

**WHEREAS**, the CITY is a municipality within the boundaries of Flagler County, Florida, and wishes to procure additional professional law enforcement services for that area of land within its legal boundaries (hereinafter, said boundaries shall be referred to as the "Palm Coast District") in addition to the base level of countywide law enforcement services funded by the Flagler County Board of County Commissioners and provided by the FCSO to citizens of Flagler County, including the citizens of the CITY;

**WHEREAS**, the CITY has requested that the FCSO furnish law enforcement services to its citizens beyond the base level of services to which they receive as citizens of Flagler County;

**WHEREAS**, the CITY desires that the FCSO furnish additional law enforcement services on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement force for the CITY in addition to the FCSO's countywide responsibilities;

**WHEREAS**, the FCSO has indicated its desire and willingness to accept and fulfill the responsibilities herein before mentioned;

**WHEREAS**, this Agreement for provision of law enforcement services is not intended by the parties to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes, or pension purposes, or for any other purpose whatsoever;

**WHEREAS**, the parties recognize that this Agreement shall, at all times, be interpreted and administered to be in harmony with the intent of the parties that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement;

**WHEREAS**, the FCSO is an independent constitutional officer of the State of Florida;

**WHEREAS**, it is further the desire of the CITY that the full, complete and entire responsibility for law enforcement services within the CITY be performed by the FCSO; and

**WHEREAS**, this Agreement is specifically authorized by State law, including, but not necessarily limited to, the provisions of Section 125.0101, Florida Statutes; Chapter 163, Florida Statutes, and Chapter 166, Florida Statutes.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - RECITATIONS** The recitations set forth above (i.e., the "Whereas" clauses) are incorporated herein by reference in their entirety and form a material part of this Agreement upon which the parties have relied.

**ARTICLE 2 - LEGAL AUTHORITY**

- 2.1 This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 and other applicable law.
- 2.2 The parties entering into this Agreement are fully cognizant of the constitutional limitations on the transfer of powers set forth in Article VIII, Section 4 of the Constitution of the State of Florida and it is the express purpose of this Agreement only to enter into a contract for the provision of supplemental police/law enforcement/public safety services for certain functions and shall not be deemed in any manner whatsoever to authorize the delegation of the constitutional or statutory duties of either of the parties pursuant to the provisions of Section 163.01 (14), Florida Statutes. This Agreement at all times shall be construed consistent with such constitutional and statutory limitations.
- 2.3 The duties and responsibilities set forth in this Agreement to be performed by the parties shall be interpreted and administered in such a manner that it will not constitute a transfer, merger or consolidation as those terms are used in the Constitution of the State of Florida or in any statute of the State of Florida and as is further set forth in recitations of this Agreement.

**ARTICLE 3 – LAW ENFORCEMENT SERVICES**

- 3.1 Patrol Services.
  - A. The FCSO shall provide 24-hour comprehensive law enforcement services within the municipal boundaries of the CITY and exercise sound professional discretion in the enforcement of all laws and ordinances. All call dispatching shall be handled by the FCSO. It is the specific understanding of the parties that in no event will any staff conditions at the FCSO lead to any reduction of level of service provided in this Agreement, or increase the overtime charge to the CITY under this Agreement.
  - B. The parties acknowledge that it is important for the CITY to have the FCSO's personnel who are acquainted with the general make-up of the CITY and are familiar with the geography, its industrial business, educational, and residential composition, and its crime problems. The FCSO shall not utilize a third-party provider for the provisions of service referenced in this Agreement unless approved by the City Council in its sole and absolute discretion.



- C. Nevertheless, the parties understand that from time to time emergencies may require the transfer of personnel to or from the municipal limits of the CITY on a temporary basis, to the same extent contemplated in a mutual aid agreement between any two independent law enforcement agencies.
- D. No deputy shall perform for the CITY any function not within the scope of duties of such deputy in performing the same kind of services for the FCSO.
- E. The FCSO shall furnish to and maintain for the benefit of the CITY, except as otherwise provided herein, all necessary labor, supervision, equipment and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be provided under this Agreement (hereinafter the "Palm Coast District").
- F. Should the CITY desire that the FCSO provide services either different in kind, or at a higher level than that contemplated herein, the City Manager shall have the authority to negotiate with the FCSO regarding modification of the Agreement and shall bring any modification to which the FCSO agrees to the City Council for appropriate action.
- G. The FCSO shall provide uniformed deputy sheriff(s) to provide law enforcement services at all City Council meetings at no additional cost to the CITY. Uniformed deputy sheriff(s) shall also provide law enforcement services at City Council workshops when requested by the City Manager at no additional cost to the CITY.

3.2 The FCSO Commander assigned to the CITY (hereinafter referred to as the "Palm Coast Coordinator") shall meet and confer with the City Manager or his/her designee as necessary to discuss the provision of law enforcement services to the CITY.

3.3 The FCSO will provide monthly written reports to the CITY consisting of data and analysis of CITY law enforcement service activity, which will include, but is not limited to, the number and type of arrests, calls for service, response times and other standard statistical data and information.

3.4 The staffing structure of the Palm Coast District will be as follows:

1. The FCSO shall assign a basic level of staffing to the City of Palm Coast based on the calls for service and workload within the Palm Coast District and as funded by the Flagler County Board of County Commissioners (FCBCC). The minimum base staffing for Law Enforcement Patrol Services shall be sixteen (16) sworn law enforcement deputies. The FCSO will provide additional support through investigative services, crime scene investigations, records, and other support services based on workload and as funded by the FCBCC as part of the basic service level provide by FCSO,
2. The City of Palm Coast may elect to provide enhanced staffing and service levels ("Enhanced Staffing & Service Levels") above the basic level of services provided by FCSO. These enhanced services will be provided at the

sole expense by the City of Palm Coast, and except where otherwise provided in this Agreement, for the exclusive benefit of its residents. The current Enhanced Staffing and Service Levels and any additional staffing levels for this fiscal year above current levels ("Additional Staffing") are reflected in Exhibit "A" and future fiscal year Additional Staffing shall be agreed upon annually between FCSO and the CITY.

3 The CITY and FCSO shall discuss Enhanced Staffing and Service Levels and future Additional Staffing prior to June of each fiscal year for the purpose of budget and staffing preparation.

3.5 The additional sworn officers funded by the City of Palm Coast and assigned to the Palm Coast District will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements.

3.6 Other Services. The following additional services shall be provided for the CITY at no additional cost to the CITY when the FCSO believes such are necessary or desirable:

A. Crime scene investigation and support.

B. Aviation and helicopter unit (through mutual aid agreements).

C. Prisoner and jail services.

D. Criminal Investigations.

E. Marine Patrol.

F. Other support services, such as Traffic Homicide, Canine, etc. (as available to other FCSO districts or law enforcement jurisdictions).

3.7 Except as otherwise specifically set forth in this Agreement, such professional police services shall encompass all those duties and functions of the type coming within the jurisdiction of and customarily rendered by municipal police departments and the Office of the Sheriff of Flagler County and the Statutes of the State of Florida. Any section in Article 3 herein relative to personnel schedules may be adjusted by the Palm Coast Coordinator with the approval of the City Manager and the FCSO. Nothing herein is intended to usurp the authority of the FCSO's policies and procedures and any applicable collective bargaining agreements between the FCSO and its employees. In addition, nothing herein is intended to usurp the authority of the CITY, its policies, procedures or Charter.

3.8 The FCSO's responsibilities for the delivery of law enforcement services to unincorporated areas shall not diminish service to the CITY except in instances of mutual assistance.

3.9 It shall be the responsibility of the FCSO to fund and staff positions for the unincorporated patrol.

3.10 CITY agrees to provide the FCSO with access to the CITY's utility records, tax roll records, and any other records maintained by the CITY where access would enable the FCSO to investigate possible criminal activity and/or provide the expected level of law enforcement service to the residents of the CITY.

### 3.11 SPECIAL DETAILS.

A. The FCSO's personnel will be assigned to CITY Special Event details held within the CITY at no additional cost or expense to the CITY for up to two hundred (200) personnel hours per contract year. After two-hundred (200) hours of personnel time the CITY shall reimburse FCSO all overtime costs incurred. The FCSO agrees that FCSO personnel already assigned to the CITY will be offered the opportunity to work special details so designated by the City Manager. The City Manager will notify the Palm Coast Coordinator at least ten (10) days prior to an event in which the FCSO's personnel are requested. All such personnel shall be assigned by the Palm Coast Coordinator in accordance with the FCSO's policies and procedures with staffing levels agreed upon by the City Manager and FCSO.

### 3.12 OTHER DISPATCH SERVICES.

- A. FCSO agrees to provide all dispatching services required for Public Works related matters within the corporate City limits during the City's non-business hours. City business hours are generally 8:00 A.M. to 5:00 P.M., Monday through Friday except City holidays. Public Works related matters will include, but not be limited to, all street and water/wastewater utility calls for service. The FCSO's Dispatch will contact the CITY's on call Manager/Technician to address all Public Works related matters. FCSO may cancel this service at any time after sixty (60) days written notice to the City
- B. FCSO agrees to respond to all burglar alarms at all CITY facilities twenty-four (24) hours a day, seven (7) days a week. To the extent possible, the burglar alarms will be programmed to dial Dispatch directly only in the event of forcible entries at CITY facilities. FCSO may cancel this service at any time after sixty days written notice to the City.

## ARTICLE 4 - PALM COAST COORDINATOR

- 4.1 The FCSO shall provide, pursuant to this Agreement, a Palm Coast Coordinator. The Palm Coast Coordinator shall be devoted full-time to the CITY and shall provide direct supervision of activities at the CITY's district offices and personnel provided pursuant to this Agreement. The Palm Coast Coordinator shall, among other specified duties, act as a liaison between the FCSO and the CITY. The Palm Coast Coordinator shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The FCSO will be responsible for all law enforcement-related emergency management duties performed for the CITY. The Palm Coast Coordinator will be assigned to assist the CITY's emergency operations whenever the County EOC is activated for emergency operations.
- 4.2 The FCSO currently has a Palm Coast Coordinator. In the event that either the FCSO or the CITY has concerns or issues regarding the current Palm Coast Coordinator, then such party will confer with the other party in good faith

before there is a change in the position of the current Palm Coast Coordinator. The FCSO agrees to not change the current Palm Coast Coordinator without conferring with the City Manager and providing written notice to the City Manager. Any such change must be made in good faith by the FCSO and in the best interest of the CITY.

- 4.3 In the event the position of Palm Coast Coordinator becomes vacant, the parties agree that they will confer and select three (3) candidates to interview together, who are current FCSO employees holding an appointed staff-exempt position. After such interviews and communications between the FCSO and the City Manager, the FCSO agrees to consider the recommendations and requests of the City Manager prior to making the selection of the replacement Palm Coast Coordinator. Such selection again, shall be made in the good faith and in the best interest of the CITY. The final selection is the sole discretion of the FCSO Sheriff. The FCSO shall provide the CITY with written notification of the selected candidate and the candidate's qualifications.
- 4.4 In the event the CITY becomes dissatisfied with the performance of the Palm Coast Coordinator, the CITY shall provide notification to the FCSO. Thereafter, the FCSO and the CITY Manager shall meet to discuss possible remedies of the problems experienced by the CITY. The FCSO agrees to act in good faith in resolving any problems experienced by the CITY. If the problems are not resolved to the CITY's satisfaction, the City Manager may request the removal of the Palm Coast Coordinator, with or without cause. If the City Manager requests the removal of the Palm Coast Coordinator, with or without cause, the FCSO shall do so immediately.

#### **ARTICLE 5 – VEHICLES, EQUIPMENT, AND FACILITIES**

- 5.1 The FCSO shall furnish to and maintain for the benefit of the CITY residents, all necessary equipment uniforms and vehicles, and related supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder.
- 5.2 Upon termination of this Agreement, all such equipment, supplies, and vehicles furnished by the FCSO, shall remain the property of the FCSO.
- 5.3 The FCSO shall provide a minimum of one district office within the CITY as well as all fixtures, furnishings, equipment, radios and facilities necessary for the operation of law enforcement services.
- 5.4 The CITY shall provide office space for the Palm Coast Coordinator in City Hall.

#### **ARTICLE 6 – EMPLOYMENT AND PERSONNEL RESPONSIBILITIES**

- 6.1 Employment Responsibility
- A. All deputy sheriffs and other persons employed by the FCSO in performance of such services, functions and responsibilities as described and contemplated herein for the CITY are deemed FCSO employees or appointees.

- B. The FCSO shall be responsible for providing at its sole cost and expense, all insurance benefits, compensation and/or any status or right to its employees, during the course of their employment with the FCSO. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment for any salaries, wages, contribution to pension funds, insurance premiums, workers' compensation benefits under Chapter 440 of the Florida Statutes or any other amenities of employment to any employee of the FCSO who are performing services, duties and responsibilities hereunder for the benefit of the CITY and the residents thereof.
- C. Likewise, unless specifically provided to the contrary herein, the CITY shall not be liable for compensation, contribution or indemnity to the FCSO or the employees thereof for any injury or illness of any kind whatsoever, arising out of such employment with the FCSO and the performance of the services, duties and responsibilities contemplated herein.

6.2 Employment: Right of Control.

- A. The FCSO shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of the services, duties, and responsibilities as described and contemplated herein.

**ARTICLE 7 - ASSIGNMENT OF POLICE POWERS**

- 7.1 The CITY does hereby vest in each sworn deputy of the FCSO to the extent allowed by law, the police powers of the CITY which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the FCSO hereby, for the sole limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies.
- 7.2 The City acknowledges that each sworn deputy of the FCSO is hereby vested with the City's police powers, that is, the powers to: enforce the ordinances of the CITY; to make arrests incident to the enforcement of such ordinances; and to do such other things and to perform such other acts as are necessary with respect thereto.

**ARTICLE 8 – CONSIDERATION**

- 8.1 The total amount due for all Enhanced Staffing and Service Levels beginning October 1, 2017, through September 30, 2018, shall be as set forth in Exhibit "A" and shall be updated annually thereafter through the term of this Agreement. The compensation set forth in Exhibit "A" is inclusive of all costs associated with the Enhanced Staffing and Service Levels, including but not limited to, wages, benefits, continuing education, uniforms, equipment, vehicles, maintenance, etc. The total amount due for this fiscal year's Additional Staffing shall be the costs for each position, as agreed to by the parties and outlined in Exhibit A not-to-exceed the annual budget approved by City Council for law enforcement services. For example, if Additional Staffing is hired 6 months into the fiscal year by

FCSO, the CITY shall only pay the actual incurred costs for the 6 months the Additional Staffing is assigned and working in the Palm Coast District.

- 8.2 The total amount due for Enhanced Staffing and Service Levels for subsequent fiscal years shall be based on costs, as agreed to by the parties, for the Enhanced Staffing and Service Levels. Notwithstanding the foregoing, such increase, if any, shall not exceed five percent (5%) annually. Future Additional Staffing shall be agreed upon by the CITY and FCSO and shall be based on the costs for each position, as agreed to by the parties and outlined in Exhibit A not-to-exceed the annual budget approved by City Council for law enforcement services.
- 8.3 FCSO will invoice the CITY on the first (1) day of each month for services to be provided for that month. The invoice shall specify the amount due for Additional Staffing. The CITY agrees to pay FCSO on the next regularly scheduled payment cycle after the invoice is received by the City of Palm Coast.
- 8.4 The consideration recited herein constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the times prescribed herein.
- 8.5 All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for CITY pursuant to Section 943.25, Florida Statutes, shall be assigned to the FCSO when requested by FCSO and used by FCSO for the law enforcement education purposes authorized in said statute. These monies are separate and additional monies to this contract.

#### **ARTICLE 9 – CRIMINAL AND TRAFFIC FINES, INVESTIGATIVE COSTS, RESTITUTION**

- 9.1 All fines, costs, or restitution, excluding investigative costs, of any kind rendering in any Court as a result of charges made by the FCSO within the city limits of Palm Coast shall be distributed as provided by Federal or State laws, and/or the applicable Rules of Court, and the CITY shall be paid the funds derived from fines as provided by applicable laws or rules by the Flagler County Clerk of Court and Comptroller.
- 9.2 The CITY and the FCSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and non-criminal forfeitures to which the CITY would be entitled, pursuant to Section 316.660 F.S., as the same may be amended from time to time, or as to proceeds and non-criminal forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

#### **ARTICLE 10 – INSURANCE**

- 10.1 The FCSO is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will continuously maintain general liability and automobile liability self-insurance funds as required by law. The FCSO agrees to provide the CITY with a Certificate of Insurance evidencing said Program, and agrees that said Program will include at least the following:

General Liability        \$1,000,000/\$2,000,000

Automobile Liability     \$100,000/\$200,000

- 10.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, and the same may be extended in accordance with provisions hereof.
- 10.3 The CITY shall during the Term, at its sole cost and expense, maintain its own comprehensive general liability insurance or maintain a self-insuring fund for the term of this Agreement in the amount determined by the CITY to adequately insure the CITY's liability assumed herein, but in no event shall such coverage be less than the statutory waiver of sovereign immunity.
- 10.4 In the event either parties' coverage is modified, in any regard, before the expiration date of this Agreement, at least thirty (30) day's prior written notice of such shall be given to the other party.
- 10.5 The costs of all policies of insurance required for the FCSO hereunder shall be the obligation of the FCSO, and the CITY shall in no way be responsible therefore. The costs of all policies of insurance required for the CITY hereunder shall be the obligation of the CITY, and the FCSO shall in no way be responsible therefore.

#### **ARTICLE 11 – INDEMNIFICATIONS**

- 11.1 To the extent and limits permitted by controlling law, the FCSO will indemnify and hold harmless the CITY against any claims, and the cost of defending such claims, arising directly or indirectly, as a result of, or in connection with any negligent acts or omissions of the FCSO or its deputies', agents', or employees' performance of the services required by this Agreement.
- 11.2 To the extent and limits implemented under controlling law, the CITY will indemnify and hold the FCSO harmless against any claims, and the cost of defending such claims, arising directly or indirectly, or as a result of, or in connection with any negligent acts or omissions of the CITY, its agents', or employees' related to this Agreement.
- 11.3 Nothing contained herein shall be construed to limit or modify the provisions of Section 768.28, Florida Statutes, as it applies to the CITY and the FCSO. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the FCSO or the CITY' pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.
- 11.4 The parties hereto agree that nothing contained herein shall in any way waive the sovereign immunity that they enjoy presently under the Constitution or statutes of the State of Florida and particularly with respect to Chapter 768, Florida Statutes. The parties agree that the CITY's determination to cause the provision of services by this Agreement is an exercise of the legislative function of and by the CITY and that at no time will the CITY exercise any specific operational control over the activities of any of the members of the FCSO.

- 11.5 For purposes of this provision, the CITY's employees shall not be deemed agents or servants of the FCSO and the FCSO's employees shall not be deemed agents or servants of the CITY. The FCSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

**ARTICLE 12 – INDEPENDENT CONTRACTOR** The FCSO, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the FCSO and its Deputies pursuant to Article 7.

**ARTICLE 13 – TERM** This Agreement shall remain in full force and effect commencing October 1, 2017 and ending January 31, 2021, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms thereof. Either party may request renewal of this Agreement for an additional four-year period, by providing the other party with written notice of its intent to seek renewal of this Agreement at least 60 days prior to the date of its expiration. Any such renewal of this Agreement shall be dependent upon successful negotiation of those terms and conditions mutually agreed upon by and between the parties. This Agreement may only be terminated as provided for herein or otherwise agreed upon in writing by the parties.

**ARTICLE 14 – TERMINATION**

- 14.1 The CITY or the FCSO may terminate this Agreement with or without cause by serving written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the one hundred and twentieth (120th) day after receipt of the written notice. This written notice must be hand-delivered and/or sent by Certified Mail, Return Receipt Requested, to the FCSO or the City Manager.
- 14.2 Notwithstanding any provision herein to the contrary, if funds are not sufficiently appropriated for this Agreement, then the CITY shall be entitled to immediately terminate this Agreement, without penalty or liability. In the event of such termination by the CITY, FCSO'S responsibilities to provide services pursuant to this Agreement shall immediately terminate and FCSO shall be compensated for those services rendered through the date of termination.
- 14.3 This Agreement shall be deemed automatically terminated and of no further force and effect if the CITY has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In such event, the CITY consents and acknowledges that the FCSO shall have the right to provide such level of police service to the CITY as the FCSO deems appropriate and shall be entitled to recover the reasonable costs of providing such service.
- 14.4 This Agreement provides in Article 15, "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine



that either party was in default in the performance of its obligations pursuant to this Agreement and that specific performance was not an adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Agreement.

- 14.5 In the event of termination or expiration of this Agreement, the FCSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the FCSO to a CITY police department or other such transition as negotiated and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of police protection through its own police force at the time of such termination or expiration, then the pending term of this Agreement shall be deemed automatically extended for a period of 180 days or until CITY is capable of rendering such police service, whichever occurs sooner. The remunerations to be paid to the FCSO during the transition period shall be based upon the actual cost of providing such services during the transition period, but shall not exceed the prorata cost of the most recent contract.
- 14.6 The CITY agrees that upon any termination or expiration of this Agreement, it shall consider the FCSO personnel who may be displaced by such termination or expiration for positions within the CITY's Police Department or other replacement services, but shall be under no obligation to hire such personnel.
- 14.7 In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from the FCSO any piece of equipment, including police vehicles owned by the FCSO that is directly attributable to or in use within the CITY at the time of such termination or expiration in connection with the services contemplated herein.
- 14.8 The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value to include any outstanding financing debt of such equipment at the time of the CITY's request to purchase.
- 14.9 In the event the parties cannot agree on the fair market value, that value shall be determined by arbitration. Each party shall appoint an arbitrator and the two (2) arbitrators so appointed shall select and appoint a third arbitrator ("neutral arbitrator"). The neutral arbitrator shall preside over the arbitration proceedings, which shall be conducted in accordance with the Florida Arbitration Code. The final decision of the arbitrators as to the fair market value of the equipment shall be conclusive and binding upon the parties hereto. The cost of such arbitration proceedings shall be shared equally by both the CITY and the FCSO. Upon termination or expiration of this Agreement and in the event of arbitration, all equipment and vehicles shall remain in service within the CITY until such time as a final decision is rendered and the CITY and FCSO shall execute such documents as are necessary to transfer liability

and any outstanding financing debt for such vehicles and/or equipment from the FCSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

- 14.10 Upon the parties reaching a mutual agreeable purchase price for the equipment, per Section 14.8 or arbitration determined purchase price of equipment, per Section 14.9 and payment by the CITY, the FCSO shall convey all of its rights, title and interest, thereto, including police vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

**ARTICLE 15 – DEFAULT** Notwithstanding a party's right to terminate this Agreement as set forth in Article 14 above, if the FCSO or the CITY fails to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

**ARTICLE 16 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 16.1 The Sheriff of Flagler County, Rick Staly, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this Agreement on behalf of the FCSO pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon the FCSO and himself in his official capacity as Sheriff of Flagler County.
  - B. This Agreement shall be enforceable by the CITY according and to the extent of the provisions hereof.
- 16.2 Nothing herein contained, and no obligation on the part of the FCSO to be performed hereunder, shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the FCSO pursuant to the laws of the State of Florida.
- 16.3 The Mayor of the City of Palm Coast, Milissa Holland, by her execution hereof, does represent to the FCSO that she has full power and authority to make and execute this Agreement on behalf of the City of Palm Coast.

16.4 Nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Palm Coast or the laws of the State of Florida.

#### **ARTICLE 17 – NOTICE**

The persons to receive notice under this Agreement are:

CITY MANAGER:  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

and

CITY ATTORNEY:  
City of Palm Coast  
160 Lake Avenue  
Palm Coast, Florida 32164

SHERIFF:  
Rick Staly  
Flagler County Sheriff's Office  
901 E. Moody Blvd.  
Bunnell, Florida 32110

and

FCSO GENERAL COUNSEL  
Flagler County Sheriff's Office  
Attn: General Counsel's Office  
901 E. Moody Blvd.  
Bunnell, Florida 32110

**ARTICLE 18 – NON-ASSIGNMENT** The FCSO shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the CITY Council, which consent must be evidenced by a duly passed resolution of the CITY Council.

**ARTICLE 19 – THIRD PARTIES** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

**ARTICLE 20 – JOINT PREPARATION** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 21 – SEVERABILITY** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.

**ARTICLE 22 - GOVERNING LAW AND VENUE** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated

in the Seventh Judicial Circuit in and for Flagler County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration, except as described in Article 14 herein. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

**ARTICLE 23 - COMPLIANCE WITH LAWS** The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

**ARTICLE 24 – RECORDS** The CITY and the FCSO shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

**ARTICLE 25 - RECORDATION/FILING** The FCSO, after approval of this Agreement by the governing body of the CITY, and after the execution thereof by the duly qualified and authorized officers of each of the parties hereto, shall file this Agreement with the Clerk of Flagler County, Florida, as required by Section 163.01(11), Florida Statutes.

**ARTICLE 26 - PRIORITY OF PROVISIONS** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 29 of this Agreement shall prevail and be given effect.

**ARTICLE 27 - THIRD PARTY BENEFICIARIES** Neither the CITY nor the FCSO intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**ARTICLE 28 – MERGER/AMENDMENT** This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. The terms of this agreement can be revisited at any time by either party. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

**ARTICLE 29 – ENTIRE AGREEMENT** The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

**IN WITNESS WHEREOF**, the parties hereto execute this instrument, at the time set forth below.

**ATTEST:**

By: Virginia A. Smith  
Virginia A. Smith, City Clerk

Dated: 7/18/17

**CITY OF PALM COAST, FLORIDA**

By: M. Holland  
Milissa Holland, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY W. E. Reischmann, Jr.  
William E. Reischmann, Jr., City Attorney

**ATTEST:**

By: Sheri A. Staley  
Dated: 9/25/2017

**FLAGLER COUNTY SHERIFF'S OFFICE**

By: R. Staley  
Rick Staley, Sheriff

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Kayla Hathaway  
Kayla Hathaway, General Counsel

EXHIBIT "A"

Position Title		FY 2017-18	
Commander	1	166,034	166,034
Sergeants	3	153,650	460,950
Corporals	2	139,910	279,820
Deputies	21	110,535	2,321,235
School Resource Deputy	1	110,535	110,535
Annual Total			<b>3,338,574</b>
Monthly Total			<b>278,215</b>

Fully funded in the FY 2017-18  
City of Palm Coast Budget as  
approved by the Palm Coast City  
Council

*[Handwritten signature]*  
9/22/17

**APPROVED**  
*[Handwritten signature]* 9/25/17  
Sheriff Rick Staly

**FLAGLER COUNTY SHERIFF'S OFFICE**

VENDOR NAME FLAGLER COUNTY CLERK OF COURT VENDOR NUMBER 64

CHECK NUMBER 47210

CHECK DATE 09/29/2017

INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT
09/28/2017	RECORDING FEE	137.50

**\*\*TOTAL\*\*** \$\*\*\*\*\*137.50



Receipt # 2017027312  
Transaction # 1069147  
Cashier By: Jannet  
Cashier Date: October 25, 2017

Name: FLAGLER COUNTY SHERRIF'S OFFICE

Address: 901 E MOODY BLVD  
BUNNELL, FL 32110

DOCUMENTS				
Government Related	CFN: 2017037405	Book: 2237	Page: 1957	Total Fees: \$137.50
Check	47210			Amount: \$137.50
				Total Fees: \$137.50
				Total Payments: \$137.50



# Supreme Court of Florida

No. 63,254

TOWN OF PALM BEACH et al., Petitioners,

v.

PALM BEACH COUNTY, et al., Respondents.

[October 18, 1984]

ADKINS J.

This cause comes before us on petition for discretionary review of a question certified to be of great public importance by the Florida District Court of Appeal, Fourth District. Palm Beach County v. Town of Palm Beach, 426 So.2d 1063 (Fla. 4th DCA 1983). We have jurisdiction. Art. V, § 3(b)(4), Fla. Const.

The petitioners, four municipalities situated within Palm Beach County, allege that they have been subjected to "double taxation" in contravention of article VIII, section 1(h), Florida Constitution, which provides:

Property situate within municipalities  
shall not be subject to taxation for  
services rendered by the county exclusively  
for the benefit of the property or  
residents in unincorporated areas.

Each of the petitioners challenges the use of property taxes collected by Palm Beach County which support the Palm Beach County Sheriff's road patrol and detective divisions, and also challenges the use of county-wide revenues to finance the maintenance and construction of local "nonclassified" roads in the unincorporated sections of the county. Additionally, two of the petitioners, the Town of Palm Beach and the City of West Palm

Beach, dispute the use of their county-collected property taxes for the maintenance of neighborhood parks.

The trial court resolved each issue adversely to the county and held that the four challenged services do not provide a "real and substantial benefit" to the municipalities' residents or property. The Fourth District Court of Appeal reversed, finding a lack of competent substantial evidence to support the trial court's ruling and concluded that each of the services do substantially benefit the petitioners. Recognizing the need for "equitable and fair and uniform treatment under the taxing statutes," the district court certified the following question to this Court:

Whether the "real and substantial benefits" test established by City of St. Petersburg v. Briley, Wild & Associates, 239 So.2d 817 (Fla. 1970) has been correctly interpreted and appropriately applied in this case?

426 So.2d at 1072.

The issue of county taxation of municipalities for services accruing primarily to the benefit of unincorporated areas is not one of equity and fairness. The constitutional proscription against "double taxation," article VIII, section 1(h), Florida Constitution, and indeed, the statutory prohibition, section 125.08, Florida Statutes (1981), are not framed in terms of proportionality. Each merely requires that the municipality and its residents receive a benefit which must achieve a magnitude described as "real and substantial." Briley, Wild, 239 So.2d at 823. As we have stated in the past, substantial is not necessarily a quantifiable term and a benefit may achieve substantiality without being direct or primary. All that is required is a minimum level of benefit which is not illusory, ephemeral or inconsequential. Id.; Burke v. Charlotte County, 286 So.2d 199 (Fla. 1973); City of Ormond Beach v. County of Volusia, 383 So.2d 671 (Fla. 1973); Alsdorf v. Broward County, 373 So.2d 695 (Fla. 4th DCA 1979), cert. denied, 385 So.2d 754 (Fla. 1980). To meet this test, it is incumbent upon the petitioners to prove a negative -- that a service provided by the

county and funded by county-wide revenues does not provide a real and substantial benefit to the particular municipality. Briley, Wild, 239 So.2d at 823. In any given case this will be a heavy burden, but it is by no means impossible to prove or "automatic" in the sense that the constitutional test can never be met. See, e.g., Manatee County v. Town of Longboat Key, 352 So.2d 869 (Fla. 2d DCA 1977), rev'd in part on other grounds, 365 So.2d 143 (Fla. 1978).

In the present case, the facts are essentially undisputed. Although petitioners contend that there was highly conflicting lay and expert testimony, a review of the disputed factual issues pointed to by petitioners demonstrates that it is not the facts which are contraverted, but rather the legal conclusions to be drawn therefrom. For example, the petitioners state that evidence of the benefit derived by the municipality from the sheriff's backup or standby capacity was in conflict at trial. It is clear to us, however, that the existence and availability of standby assistance is not disputed, nor is there any question that the backup capacity has not been widely used in the past. What is at issue is the legal conclusion to be drawn from this fact. As this Court has consistently stated, where the facts are essentially undisputed, the legal effect of the evidence will be a question of law. Uhrig v. Redding, 150 Fla. 480, 8 So.2d 4 (1942); Florida East Coast Railway. v. Thompson, 93 Fla. 30, 111 So. 525 (1927).

As a further corollary to the issue of the alleged conflict in the factual evidence presented, the Court must address the propriety of admitting into evidence expert opinion testimony that the benefits conferred upon the municipalities were not "real and substantial." Petitioners argue that section 90.703, Florida Statutes (1981), permits opinion testimony on an ultimate issue to be decided by the trier of fact. See North v. State, 65 So.2d 77, 88 (Fla. 1952). We agree. However, section 90.703 does not imply the admissibility of all opinions. If the witness' conclusion tells the trier of fact how to decide the

case, and does not assist it in determining what has occurred, then it is inadmissible. See, e.g., United States v. Milne, 487 F.2d 1232, 1235 (5th Cir. 1973).

Although the expert may testify to whether certain benefits were received by the municipality, and may, within his expertise, testify to the importance of potential or unquantified benefits, he is precluded from opining whether a particular benefit is or is not "real and substantial" within the meaning of Briley, Wild. An illustration of this principle is found in Gifford v. Galaxie Homes, Inc., 223 So.2d 108, 111 (Fla. 2d DCA 1969). In Gifford, an action for negligent construction, it was held proper for the duly qualified expert to respond when asked whether the premises were "constructed and maintained according to reasonably safe construction and engineering standards." Id. See also, Millar v. Tropical Gables Corp., 99 So.2d 589 (Fla. 3d DCA 1958). However, it would have been improper for the expert to assert to the trier of fact that the premises were "negligently constructed." While this is to some degree a matter of semantics, we find the distinction necessary. See Ehrhardt on Evidence, § 90.703 at 451 (West 1977). Otherwise, the trier of fact is being directed to arrive at a conclusion which it should be free to determine independently from the facts presented. We do not think that section 90.703 was intended to be so broad. See e.g., Ehrhardt, § 90.703; Feldman v. Department of Transportation, 389 So.2d 692, 694 (Fla. 4th DCA 1980).

Although the trial court has broad discretion in determining the subject on which an expert may testify, its decision will be disregarded if that discretion has been abused. Johnson v. State, 393 So.2d 1069 (Fla. 1980); Buchman v. Seaboard Coast Line Railroad, 381 So.2d 229 (Fla. 1980). In the instant case, the trial judge permitted the petitioners' expert on municipal taxation to repeatedly opine that the challenged services did not provide the requisite real and substantial benefit. That particular opinion testimony should not have been admitted or considered by the trial court.

As the district court has previously noted, any decision concerning article VIII, section 1(h) "is limited to the facts, taxable years, and circumstances of [the] particular case ..."Alsdorf v. Broward County, 373 So.2d 695, 701 (Fla. 4th DCA 1979), cert. denied, 385 So.2d 754 (Fla. 1980). Accordingly, any decisions concerning the dual taxation issue must be carefully scrutinized to ascertain the facts existing in the individual county.

At trial, petitioners presented several statistical reports and other quantifiable evidence to demonstrate that the sheriff's road patrol and detective divisions do not provide a substantial benefit to the municipalities' citizens. The reports, garnered from the sheriff's computer records, expressed in percentage form the actual assists to the city by the road patrol and detective divisions as a proportion of overall municipal police activity. The only other evidence presented by petitioners was opinion testimony that the use of sheriff's patrol cars by off-duty deputies does not provide any crime-deterrence benefit to the municipalities in which the deputies reside.

Even though it is the petitioners' burden to demonstrate the absence of real and substantial benefit, and not the respondents' burden to prove the presence of any requisite benefit, the respondents presented numerous former and present police officers who testified to benefits which are extant but non-quantifiable. For instance, the respondents presented evidence that reduction of crime in the urban unincorporated corridor between the turnpike and the municipalities' boundaries will necessarily have some spillover effect by curtailing the movement of crime into the cities. Testimony was presented concerning the ever-present standby capability of the sheriff's department, which is available to assist any municipality in times of emergency or when requested. Municipal residents often travel in the unincorporated areas and thereby temporarily fall

within the protective jurisdiction of the sheriff. Whenever called upon by a municipality, though historically infrequently, the sheriff's patrol and detective divisions have responded.

In addition, it is undisputed that the assist chart prepared by petitioners reflects only the minimum number of times a deputy-sheriff has entered a municipality to give aid or assistance to municipal residents. The sheriff stated that many noncrime municipal assists are likely to be unreported by deputies. The petitioners concede that the assist chart does not reflect time, money or effort expended in each assist. The evidence at trial was substantial that the majority of reported intermunicipality assists involved nonroutine matters requiring above average expenditures of deputy time, money and expertise. Finally, the quantified assist chart failed to fully account for assists such as the recovery by the sheriff's office of property stolen in a municipality.

Of course, as petitioners note, even allowing a margin of error of 100 per cent in the assist chart's numerical data, the number of assists would still remain minimal when stated as a percentage of police activity. However, the relative number of assists is not the sole issue. The constitutional question is whether the municipal residents substantially benefit from the challenged programs, and not whether the county provides proportionally significant services.

Taken independently, each of the above benefits would not be constitutionally substantial. We are, however, constrained to review the benefits delivered by the challenged services as a composite. In doing so, we find that the sheriff's road patrol and detective divisions provide not only a minimal level of direct benefit, but also a substantial degree of indirect benefit. That benefit, as a matter of law, given the geographic makeup of Palm Beach County, is sufficient to withstand the petitioners' heavy burden of proving a lack of substantial benefit. It is evident from the trial court's written decision that the trial judge did not discuss and consider many of the

above benefits and failed to accord proper weight to the evidence of unquantifiable indirect and potential benefits. Whereas the constitutional test does not rest solely on quantitative benefits, the district court has correctly applied the holding of Briley, Wild to the instant case and we approve its decision on this point.

Respondent, Palm Beach County, pursuant to section 337.03, Florida Statutes (1981), has responsibility for all minor arterial roads within the county not on the state highway system, all collector roads, whether located in the municipal or unincorporated area of the county, and all local or nonclassified roads located within the unincorporated areas of the county. The petitioners challenge the use of their county-collected taxes to fund maintenance and construction of the nonclassified roads.

The entire substance of petitioners' evidence concerning these roads was that categorically a nonclassified road, because of its description and unincorporated area location, could not possibly be of real and substantial benefit to the municipal residents. The expert who presented this generalized characterization testified that he did not know who used the roads, did not know the volume of traffic on any of the roads, and did not know whether property abutting the nonclassified roads was commercial or residential. The record reflects that petitioners merely identified the total road system of the county and separated it into two components--classified and nonclassified.

Palm Beach County identified at least thirteen nonclassified roads which have traffic volumes comparable to roads on the classified road system. It was stipulated that the thirteen identified roads were not intended to be all-inclusive. Although the county did not present evidence of who used the roads, it did note that the roads were not subdivision streets or shell-rock as petitioners had described all nonclassified roads. We reiterate that the petitioners must bear the burden here. The respondents are not required to prove that the existing benefits

are substantial. The petitioners must prove the nonexistence or nonsubstantiality of benefits.

From the foregoing, it is clear in this uncontested factual record that the petitioners presented a paucity of evidence and failed to carry the burden of proving that local nonclassified roads do not provide a real and substantial benefit to municipal residents.

We disapprove, however, the district court's statement that a municipal petitioner must identify all roads which do not provide a substantial benefit. Palm Beach County, 426 So.2d at 1070. In this case, petitioners merely failed to identify any roads falling into the requisite category. Because we do not wish to impose a mechanical test under which municipalities may never prevail, we refrain from requiring future municipal contestants to institute expensive road-by-road examinations and user studies. Although such studies may be necessary or helpful, it is for the individual claimant to make the decision of whether such evidence will be presented. We find that the district court has correctly applied the requirements of Briley, Wild to this point.

The National Recreational and Park Association, which promulgates the park standards relied upon by the respondents' expert, defines a neighborhood park as one which consists of one to four acres of land and is located within walking distance of the intended user. There are no neighborhood parks in the Town of Palm Beach or the City of West Palm Beach, although there were at the time of trial approximately thirty neighborhood parks throughout the remainder of the county in both incorporated and unincorporated areas. Additionally, the Palm Beach County Director of Parks testified that there are no such facilities within walking distance of either municipality.

The trial court ruled that any benefits enjoyed by the municipalities' residents from county operated neighborhood parks were at best illusory. We agree. As the trial judge noted in his written judgment, the Town of Palm Beach is an island,



connected to the mainland only by several bridges. Each of these bridges leads into West Palm Beach. Therefore, in order to take advantage of a neighborhood park, a resident of Palm Beach would have to leave the town, pass through a large city which has no county-funded neighborhood parks, and arrive at an ultimate destination surely not within walking distance. In addition, we think it highly unlikely that a resident of Palm Beach would bypass the facilities within the town's limits in order to recreate at a distant, moderately inaccessible park which has no facilities.

As to the City of West Palm Beach, an analogous situation arises. West Palm Beach has several large county operated nonneighborhood parks within its boundaries and maintains its own local parks. Although there may be county funded neighborhood parks in municipalities adjoining West Palm Beach, these are not within walking distance of West Palm Beach residents. In order to actively and intentionally use a county operated neighborhood park, a resident of West Palm Beach would have to ignore his or her own city's local parks and bypass nearby large nonneighborhood parks with extensive recreational facilities. The few residents doing so would not raise the level of use to one of real and substantial benefit.

We find that the district court improperly required a showing of "statistical data as to park attendance, residence of park users or other relevant factors ..." Palm Beach County, 426 So.2d at 1070. Briley, Wild requires only that a municipality challenging a county levied tax prove the absence of a real and substantial benefit. Although this is a difficult burden, not every case will require extensive and costly studies. It remains for the individual petitioner to determine what evidence will be presented to the trier of fact. In the instant case, national park standards and the location of the many parks in Palm Beach County demonstrate the insignificant possibility that residents of West Palm Beach and Palm Beach will use parks that are not

maintained for their benefit. This case falls directly within the confines of Briley, Wild, where we stated that:

We can conceive of services sought to be rendered by a county within a particular unincorporated area which would have no consequential benefits to the municipalities of the county, such as ... a park or recreation facility for the residents of [an unincorporated area] ...

Briley, Wild, 239 So.2d at 824.

We recognize that a city resident may visit a neighboring municipality or outlying unincorporated area and use a neighborhood park, inasmuch as such parks are available to the general public without restriction. We find, from the geographical makeup of Palm Beach County and the locations of the numerous parks, neighborhood and otherwise, that use of neighborhood parks by these two petitioners' residents is illusory, ephemeral and inconsequential, and does not rise to the magnitude required by the real and substantial benefits test.

On this point alone, we find that the district court has misapplied the test enunciated in Briley, Wild. We therefore quash the district court's determination that the petitioners did not meet their burden of proving lack of substantial benefit.

Respondents have cross-appealed on the issue of the propriety of the trial court's imposition of conditions on the otherwise automatic stay pending review. Since a determination of this issue will not affect the rights of the parties, and the issue is not one involving the general public interest, the question need not be addressed. See State v. Kinner, 398 So.2d 1360, 1362 (Fla. 1981).

For the foregoing reasons, the certified question is answered in the affirmative as to the sheriff's road patrol, detective divisions, and nonclassified roads, and answered in the negative as to the neighborhood parks. We remand this cause to

the district court with instruction that it be further remanded  
to the trial court for proceedings consistent with this opinion.

It is so ordered.

OVERTON, McDONALD, EHRLICH and SHAW, JJ., Concur  
BOYD, C.J., Concur in part and dissents in part with an opinion,  
in which ALDERMAN, J., Concur

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION AND,  
IF FILED, DETERMINED.

BOYD, C.J., concurring in part and dissenting in part.

I concur with those portions of the majority opinion that reject the argument of the municipalities that certain county services, financed by county-wide taxation, are benefitting only residents in the unincorporated areas of the county. I dissent from that portion of the majority opinion that holds that certain county-financed "neighborhood parks" in unincorporated locations benefit only the residents of unincorporated areas in violation of the state constitutional right of residents of municipalities in the county.

The sheriff of a county in Florida is the sheriff for all the people of the county. The fact that municipalities may organize police forces to provide their residents with additional law enforcement services does not relieve municipal residents of the obligation of paying county taxes to finance the operation of the sheriff's office. The sheriff is accountable to the voters for the use of the resources entrusted to the office. Similarly, county-maintained roads in unincorporated areas are available for use by everyone. Favoritism toward one area of the county at the expense of another can be remedied through the political process.

Regarding the issue of "neighborhood parks," I believe the record shows that such parks are available for use and enjoyment by anyone who happens to be in the area, including county residents, city residents, and travellers from other areas. They are an amenity provided by the whole county community for use by the whole county community. Even if, as the majority finds, it is unlikely that city residents would use the neighborhood parks in question, their existence and maintenance in those neighborhoods serves the interest of and benefits all the residents of the entire county, both in and out of the incorporated areas. Palm Beach County is a metropolitan community in which the need for urban services and amenities serving the whole community does not stop at municipal boundary lines.

I would answer the certified question in the affirmative as to all issues and approve the district court decision in its entirety.

ALDERMAN, J., Concurs

Application for Review of the Decision of the District  
Court of Appeal - Certified Great Public Importance

Fourth District - Case No. 81-1553

John A. DeVault, III of Bedell, Dittmar, DeVault, Pillans  
and Gentry, Jacksonville, Florida and W. Peter Burns of  
Steel, Hector, Davis, Burns and Middleton, Palm Beach, Florida,  
for Town of Palm Beach; Carl V. M. Coffin, West Palm Beach,  
Florida, for City of West Palm Beach; M. A. Galbraith, Jr.,  
Boca Raton, Florida, for City of Boca Raton; and Nason,  
Gildan and Yeager, P.A., West Palm Beach, Florida and  
Paul M. Sullivan, Jr., West Palm Beach, Florida, for Village  
of North Palm Beach,

Petitioners

Charles F. Schoech, County Attorney, West Palm Beach, Florida,  
and Robert L. Nabors of Nabors, Potter, McClelland, Griffith  
and Jones, Titusville, Florida,

for Respondents