

Clay County Agreement/Contract No. 2024/2025 – \_\_\_\_\_

**MEMORANDUM OF AGREEMENT REGARDING CLAY COUNTY  
ENVIRONMENTAL SERVICES SWORN DEPUTY SHERIFFS**

This Memorandum of Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of September, 2025 by and between Michelle Cook in her official capacity as the Sheriff of Clay County, Florida (“CCSO”) and Clay County, a political subdivision of the State of Florida (the “County”).

**WITNESSETH**

**WHEREAS**, the County and CCSO entered into a prior Memorandum of Agreement regarding Clay County Environmental Services Sworn Deputy Sheriffs, designated by the County as Clay County Agreement/Contract #2019/2020-198 RN2, which is set to expire on September 30, 2025; and

**WHEREAS**, the parties wish to enter into this Agreement to continue providing for the employment of two CCSO Deputy Sheriffs within the County’s Environmental Services as outlined in the Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1: PURPOSE**

The County desires to continue funding two positions to be filled by sworn CCSO Deputy Sheriffs with full authority to perform law enforcement duties (“Deputies”) within the County’s Environmental Services Department (“Environmental Services”). The Deputies shall investigate and enforce environmental laws and felony animal cruelty laws. In addition to duties assigned by Environmental Services, the Deputies shall have the authority and responsibility to take appropriate law enforcement action should they witness activities requiring such action.

**ARTICLE 2: ORGANIZATIONAL CONTROL**

A. Normal Assignment. The Deputies are employees of the Clay County Board of County Commissioners and must report to the Environmental Services Director.

B. Law Enforcement Action. If the Deputies are required to take law enforcement action, such as a traffic stop or arrest, the Deputies will conduct themselves in accordance with CCSO General Orders and Standard Operating Procedures, including proper reports to communications and the watch commander.

C. Emergency Recall. The Deputies are subject to recall and assignment by the CCSO in the event of an emergency. Such recall may be initiated only by a CCSO Department Director or a higher-ranking position in CCSO, and notice will be provided to the Environmental Services

Director in a timely manner. The Deputies will follow the orders and directions of the CCSO supervisor in charge of their assignment. CCSO will reimburse the County for any overtime costs associated with an emergency recall.

D. The assignment of Deputies under this Agreement are made by CCSO in coordination with the County. The Deputies currently assigned are Deputy Gary Winterstein and Deputy William Martinez. The parties acknowledge that references to specific Deputies and vehicles in this Agreement are subject to change and/or modification in accordance with the Agreement. Any such changes shall not affect the validity or enforceability of this Agreement, provided that any substituted Deputy(ies) are capable of performing the assigned duties and any substituted vehicle(s) maintain equivalent function and purpose.

### **ARTICLE 3: TRAINING, EVALUATIONS, AND CITIZEN COMPLAINTS**

A. Training and Certification. Prior to being sworn, deputies must pass a background investigation, as required by Florida Statutes Chapter 943. CCSO is responsible for conducting the investigation. Law enforcement required training beyond initial law enforcement officer certification will be provided by the CCSO. It is the responsibility of the deputy to schedule and complete the training required to maintain law enforcement certification with the CCSO. The following minimum requirements to maintain certification as a CCSO Deputy are as follows:

1. Completion of CCSO Field Training Officer program.
2. Annual refresher training (40 hours)
3. Annual firearms qualification
4. Initial qualification on Physical Abilities Test (P.A.T.) and re-qualification every two years.

Any additional training required or desired by Environmental Services, and the cost thereof, is the responsibility of Environmental Services.

B. Annual Evaluations. Annual evaluations are the responsibility of Environmental Services. CCSO will submit, upon request, statistical information such as the number of criminal cases investigated or arrests by the Deputies.

C. Citizen Complaints/Improper Conduct or Improper Procedure Allegations. CCSO is an accredited law enforcement agency through the Florida Accreditation Commission ("F.A.C."). Such certification requires that citizens who have a complaint against a law enforcement officer be afforded a means to report and have heard complaints against law enforcement officers. If a citizen has a complaint against the Deputies regarding the execution of a law enforcement duty, such a complaint will be taken by, and investigated by, CCSO Internal Affairs or such person designated by the Sheriff. The same rights afforded to any law enforcement officer pursuant to Florida Statutes Chapter 112 (the Policeman's Bill of Rights) will be afforded to the Deputies, as well as the protections set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967). However, as the Deputies are not employees of the CCSO, the CCSO will not conduct any disciplinary hearings or impose any discipline on the Deputies should an allegation be sustained. However, the Sheriff retains the ability to revoke or suspend the appointment of the Deputies as a Deputy Sheriff, and

is not bound by the provisions of the County's Career Service Ordinance as it relates to deputy sheriffs. Complaints not deemed to be related to the performance of a law enforcement duty or status will be referred to Environmental Services, and the complainant will be advised accordingly.

#### **ARTICLE 4: PAY, EQUIPMENT, VEHICLES, AND LIABILITY INSURANCE**

A. Salary, Benefits, and Retirement. The Deputies are employees of the County, and as such, are on the payroll of the County. The County will ensure that all required payments to the Florida Retirement System (FRS), reflecting the applicable "high-risk" classification, are made. Additionally, the Deputies are eligible for health insurance or other such benefits afforded to full-time employees of the County.

B. Equipment. The following equipment will be provided to the Deputies:

1. One complete uniform and law enforcement equipment (pistol, gun belt, handcuffs, etc.) will be provided by CCSO to the Deputies, accountable to the CCSO. These items will be replaced as required by the CCSO.
2. Radios. The hand-held and vehicle police radios currently issued to the Deputies will be retained by them for use within Environmental Services, but shall remain on the CCSO inventory. CCSO shall be responsible for the repair of these radios, while Environmental Services shall be responsible for their replacement, with the radios remaining on the CCSO inventory.
3. Vehicle Emergency Equipment. The lights, siren, and related equipment currently installed in the 2015 Ford Explorer and the 2015 Ford F-150 will remain in the vehicles, but shall remain the property of CCSO. CCSO shall be responsible for the repair of such equipment. The purchase of any replacement or additional equipment requested by Environmental Services shall be the responsibility of Environmental Services and shall be limited to equipment and vendors approved by CCSO. If installation of such equipment is required, CCSO shall be responsible for performing the installation.
4. Laptop Computers. The CCSO laptop computers currently assigned to the Deputies will be retained by them for use within Environmental Services, but shall remain the property of CCSO. CCSO shall be responsible for the repair and maintenance of the laptops, to the extent repair is possible. The procurement of any replacement or additional laptop computers shall be the responsibility of Environmental Services and shall be limited to equipment and vendors approved by CCSO, with the laptops remaining on the CCSO inventory.

C. Vehicles.

1. Deputy Winterstein currently operates a 2015 Ford F-150, VIN 1FTFXIEFXFFB25540, and Deputy Martinez currently operates a 2015 Ford Explorer, VIN IFM5K8AR3FGA66307. Both vehicles are the property of the County and are assigned

for use by the Deputies. The procurement and any replacement of vehicles, along with emergency equipment for use by the Deputies, shall be the responsibility of Environmental Services.

2. Marked Patrol Cars. Deputies may check out marked patrol vehicles, as available, for the performance of their duties. Such arrangements may be coordinated through the Sheriff's Office Support Division Chief or designee.

D. Liability Insurance. The CCSO is insured through the Florida Sheriffs Self-Insurance Fund. This insurance will provide coverage for the Deputies while engaged in law enforcement duties.

#### **ARTICLE 5: LAW ENFORCEMENT DUTIES**

A. Police Reports. Deputies will complete all required reports through the CCSO MFR system. Case numbers will be assigned as with any other CCSO deputy. Deputies will submit reports for review through the Investigations Section supervisor, normally a sergeant.

B. Arrest and Search Warrants. As required by CCSO General Orders, Deputies will review any warrant application with the Investigations supervisor before seeking a warrant from a judicial officer.

C. General Orders and Standard Operating Procedures. Deputies performing law enforcement duties must comply with CCSO General Orders and Standard Operating Procedures.

D. Communications. Deputies will maintain communications with CCSO, including their status. Radio numbers will be assigned for the Deputies.

#### **ARTICLE 6: SECONDARY EMPLOYMENT**

The Deputies are not eligible to participate in the Sheriff's Secondary Employment program. The Deputies are not authorized to perform any type of secondary employment that would require the use of law enforcement authority, uniform, or equipment.

#### **ARTICLE 7: TERM OF AGREEMENT**

The term of this Agreement shall begin on October 1, 2025 and shall remain in effect for a period of five (5) years ending on September 30, 2030 unless modified or terminated earlier. This Agreement may be renewed or extended for additional term(s) only upon the mutual written agreement of the parties.

#### **ARTICLE 8: TERMINATION**

The Agreement may be terminated, in whole or in part, by either party at any time upon thirty (30) days advanced written notice.

**ARTICLE 9: GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

**ARTICLE 10: SEVERABILITY**

If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**ARTICLE 11: AMENDMENT OR MODIFICATION OF AGREEMENT**

The Agreement may only be modified or amended upon mutual written agreement of the County and CCSO. No oral agreements or representation shall be valid or binding upon either party.

**ARTICLE 12: FURTHER ASSURANCES**

Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

**ARTICLE 13: HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

**ARTICLE 14: COUNTERPARTS**

The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

**ARTICLE 15: AUTHORITY**

Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**FOR THE CLAY COUNTY SHERIFF'S OFFICE:**

\_\_\_\_\_  
Michelle Cook  
Sheriff of Clay County

**CLAY COUNTY, a political subdivision of the State of Florida**

By: \_\_\_\_\_  
Betsy Condon  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board