

**INTERLOCAL AGREEMENT BETWEEN  
BREVARD COUNTY, FLORIDA  
AND  
WAYNE IVEY, SHERIFF OF BREVARD COUNTY  
FOR DEDICATED LAW ENFORCEMENT SERVICES  
TO SUPPORT THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM**

**THIS INTERLOCAL AGREEMENT** (the “Agreement”) is entered into by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”), and WAYNE IVEY, in his official capacity as the Sheriff of Brevard County, Florida, a county constitutional officer and a county charter officer (“Sheriff,” “Brevard County Sheriff’s Office,” or “BCSO”).

**RECITALS**

**WHEREAS**, the Environmentally Endangered Lands (EEL) Program was established in 1990 to protect the natural habitats of Brevard County by acquiring environmentally sensitive lands for conservation, passive recreation, and environmental education; and

**WHEREAS**, the EEL Program forms partnerships with federal, state and local agencies that are committed to the protection of natural resources and Brevard County’s long-term quality of life; and

**WHEREAS**, the EEL sanctuaries are managed to preserve native habitats and the plants and animals that live there; and

**WHEREAS**, the County desires to provide dedicated comprehensive professional law enforcement services within EEL boundaries for protection, and has requested that the Sheriff furnish such services; and

**WHEREAS**, pursuant to Florida Statutes § 30.15, the Sheriff shall be a conservator of the peace in Brevard County; and

**WHEREAS**, this Agreement is authorized pursuant to the provisions of Chapter 125, Florida Statutes, and other applicable laws; and

**WHEREAS**, the County and the Sheriff have determined that this Agreement is in furtherance of the community health, safety, and welfare, serves a public benefit, and is in the public interest.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and given by each party to the other, the Parties hereto covenant and agree as follows:

**Section 1 Recitals.** The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

**Section 2 Effective Date and Term.**

- (a) This Agreement shall begin effective October 1, 2025, and shall terminate five years later on September 30, 2030, unless ended or sooner terminated as provided herein. The Parties may extend the term by mutual written agreement.

- (b) It is hereby mutually agreed and understood that the BCSO may request one additional renewal of the Agreement for an additional five year term upon written notice to County, received no sooner than one hundred and eighty (180) days prior to the date of termination of the current term, but received at least ninety (90) days prior to the date of termination of the current term. The Agreement, if renewed, shall be renewed under the same terms and conditions as found herein unless modified by both parties. The parties agree and understand that the County is under no obligation to renew this Agreement and the BCSO is not entitled to damages for non-renewal of this Agreement. The parties agree and understand that the BCSO is under no obligation to renew this Agreement and the County is not entitled to damages for non-renewal of this Agreement, except for the payment of financial obligations already rendered found herein. Said obligations shall survive the termination or early expiration of this Agreement.

**Section 3 Modification.**

- (a) No modification of this Interlocal Agreement shall be binding on the County or the BCSO unless reduced to writing and signed by a duly authorized representative of the County and the BCSO.
- (b) For renewal, modifications, and/or amendments the authorized representatives are the Brevard County Parks and Recreation Department Director and the Brevard County Sheriff's Office Undersheriff.

**Section 4 Law Enforcement Service and Staffing Levels.**

- (a) The Sheriff shall provide one dedicated Agriculture / Marine ("Ag Marine") deputy sheriff and equipment to increase Ag Marine Unit response and patrol on EEL's parcels, provide comprehensive professional law enforcement protection services within and throughout the jurisdictional boundaries of the EEL on a daily basis, including both dedicated and reactive patrol to enforce state law and county ordinances, proactive patrol to deter criminal activity, and traffic patrol to enforce traffic laws, prevent traffic accidents and crashes, and deter trespassing. As an accredited law enforcement organization, the Brevard County Sheriff's Office will conduct law enforcement operations in accordance with all Federal and Florida laws and as outlined in BCSO Policies and Procedures.
- (b) The law enforcement services provided by the Sheriff shall include duties and functions under the jurisdiction of and customarily rendered by the Sheriff under state law. Those duties and functions include, but are not limited to, receiving and dispatching calls for service, investigating criminal complaints, enforcement operations, patrol, and related services such as evidence and records management, special event details, etc.
- (c) Patrol shall be construed to mean the actual patrolling of the jurisdictional area of EEL in both unincorporated and incorporated Brevard County, and attending to an observed or reported incident.
- (d) Coordinate with the EEL Program Manager to develop mutually agreeable reports in order to communicate program effectiveness to stakeholders.

**Section 5 Consideration.**

- (a) For the term of October 1, 2025, through September 30, 2026, County shall pay to the Sheriff the flat-fee amount of ONE-HUNDRED SEVENTY-SIX THOUSAND, TWO-HUNDRED FIFTY AND 00/100 DOLLARS (\$176,250.00), as payment in full for the law enforcement protection services to be performed by the Sheriff as described in Section 4 herein and necessary capital, operational expenses, and benefits related thereto. Payments shall be made in four equal quarterly installments of \$44,062.50, payable on or before the fifteenth day of the first month of every quarter (October, January, April, July).
- (b) Consideration under this agreement will increase annually (on October 1) by the lesser of the Consumer Price Index or 3%.

**Section 6 Employment Responsibility.** All persons employed by the Sheriff in the performance of the services, functions, and responsibilities as described and contemplated herein for County shall remain employees of the Sheriff, and no one of such persons shall be considered to be in the employ of County.

**Section 7 Employment Right of Control.** Sheriff shall have and maintain the responsibility for and the control of the rendition of the services, the standards of performance, the discipline of personnel, and other matters incident to the performance of the services, duties, and responsibilities described and contemplated herein.

- (a) County agrees to cooperate with BCSO, its deputies, and other personnel in all reasonable ways to effectively provide the services required herein.
- (b) The ultimate control and direction of the manner in which any BCSO employee shall carry out and perform his or her duties under this Agreement shall rest with the Sheriff, provided, however, that BCSO agrees that it will cooperate with County so as to concentrate its efforts in particular areas or incidents called to the attention of the Commanding Deputy by County.

**Section 8 Maintenance of Ability.** All capital equipment purchased by the Sheriff for use in the performance of this Agreement shall remain in the exclusive control of the Sheriff. Ownership of vehicles purchased by the Sheriff shall always remain with the Sheriff.

**Section 9 Natural Disasters and Emergency Operations.** During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Manager, or Sheriff; the Parties shall discuss the specific role and activities of the law enforcement services to accomplish the needs of the County and the Sheriff throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this Agreement to include funding, without a mutually-agreed written agreement.

**Section 10 Grants.** The Sheriff or his designee may inform the County Manager or his or her designee, of any grants brought to his or her attention that would be beneficial to the law enforcement operations in EEL. County shall be responsible for the application, administration, and disposition of all such grants.

**Section 11 Hold Harmless.** Each party will be responsible for any and all manner of action and actions, cause and causes of action, suits, trespasses, judgments, executions, claims, demands, losses, damages, costs, and expenses of any kind whatsoever, including attorney's fees and court costs, which may be claimed by any third party to have resulted from or arisen out of the intentional or negligent acts or omissions of its own officers, employees, or agents, whether occurring prior to, during, or after the term of this Agreement. Each party will be responsible for defending any actions, claims, or suits arising from any intentional act or omission, or the sole negligence of, its own officers, employees, or agents. Neither party to this Agreement, its officers, employees, or agents, shall be deemed to assume any liability for the acts, omissions, or negligence of the other party, its officers, employees, or agents, whether occurring prior to, during, or after the term of this Agreement. Each party's indemnity and liability obligations shall be subject to the common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the respective Party's sovereign immunity.

**Section 12 Disputes and Disagreements.** During the duration of this Agreement, all disputes and disagreements between the Parties relative to either party's performance under the terms and conditions of this Agreement will be presented specifically, in writing, by the party claiming dispute. Thereafter, the responding party will answer specifically, in writing, within thirty (30) days. Within forty-five (45) days thereafter, the Parties will meet at a mutually agreeable time and place to either settle the dispute, or mutually agree to the facts and issues. Thereupon, if not settled, each party shall comply with Chapter 164, Florida Statutes referred to as the Florida Governmental Conflict Resolution Act. In the instance of any dispute each party shall be responsible for their own attorneys fees and costs. Both Parties agree to waive any right to trial by jury.

**Section 13 Notices.**

(a) Notices, claims, and any other matter requiring written communication to a party shall be given as follows:

To the Sheriff

Brevard County Sheriff's Office  
Attn: Wayne Ivey, Sheriff  
700 Park Avenue  
Titusville, Florida 32780

To County

EEL Program Manager  
2725 Judge Fran Jamieson Way  
Viera, Florida 32940

(b) Annually each party shall identify a point of contact for coordination on reporting, focused law enforcement activities, and any other operational matter as needed.

**Section 14 Termination.** Either party may terminate this Agreement without cause or further liability to the other, upon not less than 90 days' written notice to the other party. Written notice shall be delivered by registered or certified mail, return receipt requested, and shall be deemed delivered through signed receipt. Upon any such termination, all further obligations under this Agreement shall cease, except for payment due for services rendered up to the effective date of the termination.

**Section 15 Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

**Section 16 Public Records.** Both Parties are subject to and shall comply with Chapter 119, Florida Statutes. The Sheriff shall keep and maintain all books, records, accounts and documents pertaining to this Agreement, in accordance with generally accepted accounting procedures. All books, records, accounts and documents related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Florida Statutes (the Florida Public Records Act). Upon request from County's custodian of public records, the Sheriff shall provide County with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes or otherwise provided by law. The Sheriff shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following the completion of the Agreement if the Sheriff does not transfer the records to County.

**IF THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SHERIFF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS.**

**IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTERS 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE SHERIFF'S CUSTODIAN OF RECORDS AT 321-264-5214, [Records@bcso.us](mailto:Records@bcso.us) BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780.**

**SPACE INTENTIONALLY LEFT BLANK  
THE SIGNATURE PAGE IS THE NEXT PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement through their authorized representative on the date last written below.

**WITNESS:**

**SHERIFF OF BREVARD COUNTY, FLORIDA**

\_\_\_\_\_  
(sign)

By: \_\_\_\_\_  
Wayne Ivey,  
Sheriff of Brevard County

\_\_\_\_\_  
(print)

Approved as to legal form and sufficiency  
(Sheriff):

By: \_\_\_\_\_  
Alan Diamond, Esq.,  
Chief Legal Counsel

**ATTEST:**

**BREVARD COUNTY**

\_\_\_\_\_  
Rachel Sadoff, Clerk

By: \_\_\_\_\_  
Thad Altman, Chair  
As approved by the Board on May 19,  
2026

Approved as to legal form and sufficiency  
(County):

By: \_\_\_\_\_  
Justin Caron, Assistant County Attorney