

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE ESCAMBIA COUNTY SHERIFF'S OFFICE RELATING TO THE ANNUAL BUDGET FOR THE SHERIFF AND IMPLEMENTATION OF HIS PAY PLAN

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and the Escambia County Sheriff's Office, with administrative offices located at 1700 West Leonard Street, Pensacola, Florida 32501 (hereinafter referred to as "Sheriff") (each at times also being referred to as a "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, the County and the Sheriff are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the Sheriff filed an appeal of his Fiscal Year (FY) 2017-18 budget allocation to the Administration Commission; and

WHEREAS, the County and Sheriff have determined it is in the best interest of the citizens to enter into this Interlocal Agreement whereby the parties will settle the pending appeal and agree to a four-year plan for budget allocations to allow for implementation of the Sheriff's pay plan; and

WHEREAS, it is the parties intent to enter into this Agreement to put into effect the Mediation Agreement signed on March 9, 2018.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Sheriff agree as follows:

Section 1. Purpose of Agreement.

1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanisms whereby the County will fund the Sheriff's budget through September 30, 2021, and the County and Sheriff will resolve the appeal of the Sheriff's FY 2017-18 budget.

Section 2. Responsibilities of the Parties.

2.1 The County agrees to a four-year budget plan for the Sheriff and agrees that for FY 2017-18, it will make an additional distribution to the Sheriff in the amount of One Million Dollars (\$1,000,000.00) to be paid according to the standard monthly distribution formulas to commence April 1, 2018. This shall resolve the Sheriff's budget request for FY 2017-18 and settle the Sheriff's appeal of his FY 2017-18 budget allocation.

2.2 The County agrees that beginning October 1, 2018, and ending September 30, 2021, the Sheriff shall receive an annual increase with each fiscal year's budget for three years as follows: In FY 2018-19, a sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00); in FY 2019-20, a sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00); in FY 2020-21, a sum of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00). ~~These funds shall be inclusive of benefits and raises, and associated personnel cost.~~ Each annual payment shall be in addition to the Sheriff's operational budget adopted by the County for the immediately preceding Fiscal Year (FY). **These increases include salaries and benefits at FY 2017-18 levels, but do not include funding of the health care clinic or any future required increases to the Florida Retirement System contributions and/or workers compensation premiums. In addition, should the County increase their healthcare budget allocation per employee, the Sheriff will receive a matching healthcare budget allocation per employee which shall not be included in the amounts specified above. Any increase in budget allocation due to added Sheriff's Office positions created after the date of this agreement shall not be included in the amounts specified above.**

2.3 The County agrees that beginning April 1, 2018, the County will reduce by 50% the remaining budgets for Outside Agencies funded by the General Fund, with the exception of Escambia Community Clinics (ECC) and Pathways for Change, in order to help fund implementation of the Sheriff's Pay Plan. In Fiscal Years 2019 through 2021, funding for Outside Agencies in the General Fund will not exceed \$734,374.00.

2.4 The County agrees that 50% of the Commissioners' Discretionary Funds totaling One Hundred Twenty-Five Thousand Dollars (\$125,000.00) will also be utilized to implement the Sheriff's Pay Plan, to be paid annually during the life of this Agreement.

2.5 In furtherance of this Agreement, the County covenants and agrees to appropriate in its annual budgets from legally available revenues sufficient to fund the annual obligations in the amounts set forth herein. Each annual obligation shall be deemed to constitute an obligation that matures each budget year for a period of less than twelve (12) months as contemplated by Art. VIII, §12 of the Florida Constitution. Such covenant to annually budget and appropriate does not create any lien upon or pledge of such legally available revenues, nor does it preclude the County from pledging in the future its revenues, nor does it require the County to levy and collect any revenues. Such covenant to annually budget and appropriate legally available revenues is subject in all respects to the payment of obligations previously secured by a pledge of such legally available revenues **and/or reserves** heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments). However, the covenant to annually budget and appropriate for the purposes set forth in this Agreement, shall place upon the County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations hereunder, subject, however, in all respects to the payment of services and programs ~~which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the County or which are legally mandated by applicable law.~~ **The County will fully comply with both the letter, intent, and spirit of this Agreement.**

2.6 The Sheriff agrees that each quarter, he shall use 50% of the funds ~~received in~~ **awarded to** the Law Enforcement Trust Fund (LETF) to offset school resource officer expenses, where possible. When this is not feasible, the remaining funds of this 50% shall be used to offset other statutorily allowed General Fund expenses.

2.7 The Sheriff agrees to ~~dismiss with prejudice~~ **withdraw** the **pending** budget appeal of the FY 2017-18 budget allocation filed with the Administration Commission (Case No. SBA-17-003), ~~and agrees to cooperate in taking steps necessary to ensure the dismissal.~~ **The Sheriff agrees not to appeal the increased budget allocations made pursuant to Section 2.2 of this Agreement through December 31, 2024, however, the Sheriff reserves the right to appeal budget allocations as it pertains to his fiscal year's budget.**

Section 3. Term and Termination.

3.1 The term of this Agreement shall commence upon the Effective Date and remain in effect through September 30, 2021. Thus, this Agreement covers the following four fiscal years: FY 2017-18, FY 2018-19, FY 2019-20 and FY 2020-21.

3.2 This Agreement may only be terminated ~~for cause~~ **upon material breach** by either party by providing ~~thirty (30) days'~~ written notice pursuant to Section 11 of this Agreement. **Failure by the County to appropriate the funds as provided in Section 2.2 shall constitute a material breach by the County.**

Section 4. Records.

~~4.1 The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provision of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days' written notice, during which period the party fails to allow access to such documents, terminate this Agreement.~~

4.2 Each party is responsible for maintaining ~~in a form acceptable to the parties,~~ all necessary records of personnel and equipment used under this Agreement ~~for a period of five (5) years and each parties' records shall subject to audit after reasonable notice.~~ **and for retention of such records as required by Florida law and regulations.**

Section 5. Assignment.

~~This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.~~

Section 5. Headings.

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

Section 6. Survival.

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

Section 7. Interpretation.

7.1 For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings.

7.2 References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provision hereof.

Section 8. Severability.

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 9. Further Documents.

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

Section 10. Notices.

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Escambia County Sheriff's Office
1700 West Leonard Street
Pensacola, Florida 32501

Section 11. Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, 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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration 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.

Section 12. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

Section 13. No Waiver.

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 14. Effective Date.

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia

County shall be responsible for filing this document upon receipt of the executed Agreement from the Sheriff.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County

Commissioners, signing by and through its duly authorized Chairman and the Santa Rosa Island Authority, signing by and through its duly authorized Chairman.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: _____
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(S E A L)

Signed, Sealed and Delivered
in the Presence of:

ESCAMBIA COUNTY SHERIFF'S OFFICE

Print Name: _____ By: _____
Date: _____ David Morgan, Sheriff

Print Name: _____ APPROVED AS TO FORM:
