

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into on the dates of the respective signatures hereto by and between Okaloosa County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "Board"), and the City of Destin, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council, (hereinafter referred to as the "City"):

W I T N E S S E T H:

WHEREAS, the City has enacted Sections 19.5-51 through 56 of the Codified Ordinances regulating parking in general within the City; and

WHEREAS, the City has enacted Sections 19.5-71 through 77 of the Codified Ordinances regulating parking specifically within fire zones and handicap zones; and

WHEREAS, pursuant to Section 162.21, Florida Statutes, the County Court in and for Okaloosa County is authorized to hear the charge in citations issued by the City of violations of the foregoing parking regulations; and

WHEREAS, the parties hereto agree that the Clerk of County Court in and for Okaloosa County shall be responsible for processing all citations issued by the City for violations of the foregoing parking regulations.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The Board and City do hereby agree that all non-uniform parking citations issued by the City for violations of Sections 19.5-51 through 56 and Sections 19.5-71 through 77 of the Codified Ordinances of the City shall be processed and fines collected by the Clerk of County Court, Traffic Division, in and for Okaloosa County.

2. The Board and the City do hereby further agree that since the Clerk of County Court, Traffic Division, is funded directly by the Board, a TEN DOLLAR (\$10.00) fee shall be assessed for each citation to reimburse the County for the Clerk of County Court's expense of processing the citations and collecting the fines as provided herein. Such fee assessment shall be deducted from each fine collected for the City and deposited by the Clerk of County Court in the Fine and Forfeiture Fund.

3. The Board and the City do hereby further agree that

this Agreement may be revoked by either party upon ninety (90) days written notice.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by the parties hereto on the date of their respective signatures.

Date: June 16, , 1992

ATTEST:

Dep Robert D. McGuire
CLERK OF COUNTY COURT

OKALOOSA COUNTY, a political subdivision of the State of Florida acting by and through its Board of County Commissioners

By: Kathleen A. O'Dell

KATHLEEN A. O'DELL
CHAIRMAN (Seal)

Date: September 3 , 1991

ATTEST:

Carolyn Lee Garrett
CAROLYN LEE GARRETT
CITY CLERK

CITY OF DESTIN, a Florida municipal corporation acting by and through its City Council

By: James W. Vaughn

JAMES W. VAUGHN
MAYOR (Seal)

RESOLUTION 96-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, ACCEPTING AND ADOPTING THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY SHERIFF'S DEPARTMENT; AND AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sheriff's Department has, heretofore, provided law enforcement services for the City of Destin; and

WHEREAS, the City desires to secure law enforcement services economically; and

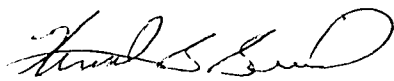
WHEREAS, the Sheriff's Department has agreed to render the City of Destin law enforcement services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the Sheriff's Department Service Agreement between the City of Destin and the Sheriff's Department providing law enforcement services to the City.

BE IT FURTHER RESOLVED that the Mayor of the City of Destin and the City Manager of the City of Destin are formally authorized to execute the Agreement for and on behalf of the City of Destin, which Agreement is attached and made a part hereof.

RESOLVED THIS 24TH DAY OF SEPTEMBER 1996.

CITY OF DESTIN



Kenneth B. Beard, Mayor

ATTEST:



Robert T. Mearns, City Manager



Carolyn Lee Garrett, City Clerk

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October, 1996, between the SHERIFF OF OKALOOSA COUNTY, Florida, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, Florida, a municipality located in OKALOOSA COUNTY, Florida, which will hereinafter be referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I.

LAW ENFORCEMENT SERVICE

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY under the authority given the SHERIFF by the laws of the State of Florida, ten (10) SHERIFF'S deputies and one (1) investigator, a minimum of forty (40) hours per week per deputy, to be staggered as to days and weeks from October 1, 1996 through September 30, 1997 as agreed upon by an authorized representative of the CITY and the SHERIFF'S Department.

ARTICLE II.

CONSIDERATION

The CITY shall pay to the SHERIFF, in consideration of the services and responsibilities to be performed for the term hereof, for the period of October 1, 1996 through September 30, 1997, a total sum of FOUR HUNDRED SIXTY NINE THOUSAND, NINE HUNDRED EIGHTY DOLLARS AND 00/100 (\$469,980.00), to be paid in monthly installments of THIRTY NINE THOUSAND ONE HUNDRED AND SIXTY FIVE DOLLARS AND 00/100 (\$39,165.00). Included in the contract amount are payroll expenses, and other costs to include vehicle repair and maintenance.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in his current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III.

EMPLOYMENT RESPONSIBILITY

All persons appointed by the SHERIFF in the performance of such services, functions and responsibilities as described and contemplated herein for the CITY shall be required to assume any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the County SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the Okaloosa County SHERIFF.

ARTICLE IV.

RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE V.

AUTHORITY TO ACT

The CITY does hereby vest in each sworn officer of the SHERIFF, 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 SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

1. Enforce the laws of the State of Florida;
2. Enforce the ordinances of Okaloosa County that are applicable in the CITY; however to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY shall prevail.
3. Enforce the Ordinances of the CITY;
4. Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VI.

DESIGNATION OF COLOR OF PERSONNEL UNIFORM AND PATROL CAR

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles.

ARTICLE VII.

LIAISON

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract.

ARTICLE VIII.

INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation and property and liability.

The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Department.

ARTICLE IX.

TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October 1996, and ending the 30th day of September 1997, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE X.

OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a **continuing option to renew this service agreement** upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such negotiations shall be completed sixty (60) days prior to the end of the then-current contract year.

ARTICLE XI.

RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XII.

AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF 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 SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIII.

NOTICE

All notices required hereunder shall be made by Certified Mail, Return-Receipt-Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

**SHERIFF: Larry E. Gilbert, Sheriff
Okaloosa County Sheriff's Department
County Courthouse Annex
Shalimar, FL 32579**

CITY: Robert T. Mearns, City Manager
City of Destin
4200 Two Trees Road
Destin, FL 32541

ARTICLE XIV.

NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XV.


ENTIRE AGREEMENT

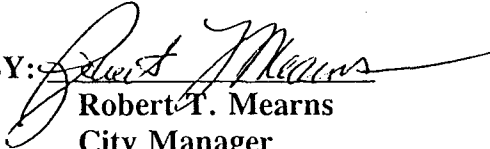
The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

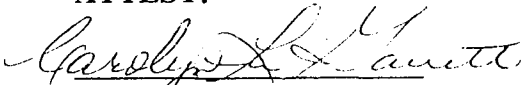
CITY OF DESTIN, FLORIDA

Date: 9-24-96

BY: 
Kenneth Beard
Mayor

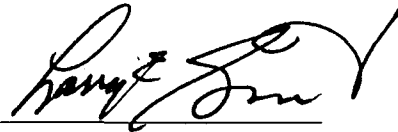
BY: 
Robert T. Mearns
City Manager

ATTEST:


Carolyn Lee Garrett
City Clerk

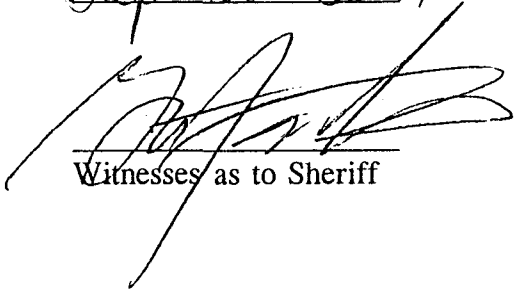
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Date: 9.30.96



Larry E. Gilbert, Sheriff
Okaloosa County, Florida

Stephanie Malik



Witnesses as to Sheriff

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