

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/2/2004

Contract/Lease Control #: C04-1102-BCCI-69

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: STATE ATTORNEY/EDDINS

Lessor:

Effective Date: 7/1/2004 \$50,000.00

Term: INDEFINITE

Description of Contract/Lease: PROSECUTE COUNTY ORDINANCE VIOLATIONS

Department Manager: ADMIN SERVICES

Department Monitor: DONNA MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed:

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, entered into this 20TH day of SEPTEMBER, 2005, by and between the **COUNTY OF OKALOOSA**, (hereinafter referred to as "COUNTY") and **WILLIAM EDDINS** as **STATE ATTORNEY OF THE FIRST JUDICIAL CIRCUIT OF FLORIDA** (hereinafter referred to as "ATTORNEY"), who has offices located at 190 Governmental Center, Pensacola, Florida 32501, shall set out the terms and conditions under which ATTORNEY will perform the services of a county prosecutor for the COUNTY.

WHEREAS, Ch. 2004-265, Laws of Florida, requires the State Attorney to contract with counties to recover the full cost of services rendered on an hourly basis for prosecuting violations of county ordinances punishable by incarceration and not ancillary to a state charge; and

WHEREAS, the COUNTY desires to contract with ATTORNEY to prosecute the COUNTY'S ordinances that are punishable by incarceration and are not ancillary to state charges; and

WHEREAS, the ATTORNEY agrees to prosecute county ordinances under the authority of the State of Florida:

NOW, THEREFORE, the COUNTY and ATTORNEY agree as follows:

SECTION 1. TERM

This Agreement shall take effect July 1, 2005 and continue in force until terminated by either party in accordance with Section 6.

SECTION 2. SCOPE OF SERVICES

ATTORNEY agrees to act as the county prosecutor at the County Court level for county ordinances that are punishable by incarceration and not ancillary to a state charge in the County Court of the First Judicial Circuit Court, Okaloosa County, Florida. It is understood that ATTORNEY will continue to prosecute other county ordinances of the COUNTY that are ancillary to a state charge under his regular

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REC'D SEP 28 2005

duties as State Attorney. Under the contractual agreement, the State Attorney will not handle appeals or constitutional attacks on county ordinances.

In serving as the county prosecutor, the ATTORNEY shall have the power to prosecute county ordinances as authorized by law.

SECTION 3. ATTORNEY'S FEES

ATTORNEY'S legal fees will be reimbursed at a rate of \$50 per hour. COUNTY and ATTORNEY agree that the hourly rate will be computed as follows:

- \$25 (½ hour) if the case is disposed of at first appearance, arraignment or a pre-trial conference
- \$50 (1 hour) if the case is disposed of at plea day, the case has been reviewed by an assistant state attorney, or the arresting/investigating officer and any witnesses have been interviewed
- \$75 (1 ½ hours) if the case is disposed of at a trial

ATTORNEY shall bill COUNTY quarterly for services rendered. Payment shall be made payable to the "State of Florida" and delivered to ATTORNEY for deposit into the Grants and Donations Trust Fund within the Justice Administrative Commission for appropriation by the Legislature.

SECTION 4. INDEPENDENT CONTRACTOR

In the performance of this Agreement, the ATTORNEY will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The ATTORNEY shall be solely responsible for the means, method, techniques, sequences and procedures utilized by the ATTORNEY in the full performance of this Agreement and shall have full authority to resolve all such cases as ATTORNEY deems appropriate.

SECTION 5. EXPENSES

The COUNTY shall be responsible for all filing fees and cost assessments provided for by statute. The ATTORNEY shall seek reimbursement to the COUNTY to the extent allowed by law for such. The ATTORNEY shall be responsible for all other expenses associated with the prosecution of such cases.

SECTION 6. TERMINATION


This Agreement may be terminated by either party without cause by giving thirty days written notice.

SECTION 7. ENTIRE AGREEMENT

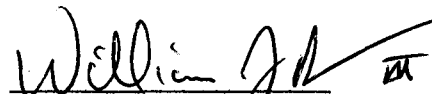
This Agreement constitutes the entire Agreement between the COUNTY and ATTORNEY. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 3rd day of October, 2005.

**STATE OF FLORIDA
STATE ATTORNEY'S OFFICE**


By: **WILLIAM EDDINS**
STATE ATTORNEY

COUNTY OF OKALOOSA


By: **William J. Roberts III**
Chairman, Board of County
Commissioners



WITNESS:



WITNESS:

