

## Interoffice Memorandum – *City of Inverness*

September 15, 2016

**TO:** Elected Officials  
**FROM:** City Manager  
**SUBJECT:** Pay Rate Change – Bargaining & Non-Bargaining Unit Personnel  
**CC:** Cheryl Chiodo and Sheila Densmore

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The Bargaining Unit did not option to collectively negotiate this year, which allows City Council that ability to make a determination on pay changes for all employees. Once adopted, we will provide notice to the Bargaining Agent of the decision and additionally send a table of CBA member pay changes. A decision at this meeting will position us for implementation of all changes to commence October 1, 2016, which represents the first day of the pay-period for the new fiscal year. Pay adjustments center on an interest of equity. We proposed the same adjustment program used the prior two years being \$1,000 increase to employees earning \$41,199 and below, and 3% for those \$42,000 and higher. The decision must factor proficiency and outcome. We have an excellent staff – top to bottom – dedicated to doing the best possible for the betterment of the community.

Based on past protocol, for the fiscal cycle and CBA Contract year of October 1, 2016 through September 30, 2017, pay adjustments for Bargaining Unit Members are recommended and based on the following eligibility and criteria:

- Employees must not be in an initial hire probationary status.
- Pay rate adjustments will be added to the base pay for every employee.
- Pay rate adjustments will not affect the entry level for each position.
- Pay rate adjustments will be added to the top end of a pay range.
- Employees earning \$41,999 and below will receive the rate change of \$1,000 added to their base, effective October 1, 2016.
- Employees earning \$42,000 and above will be awarded 3% across rate change effective October 1<sup>st</sup>, 2016.

If the above is fair and balanced. It addresses the plight of lower paid workers, and recognizes the performance and responsibilities of salaried staff. The following is recommended to adjust pay for general employees:

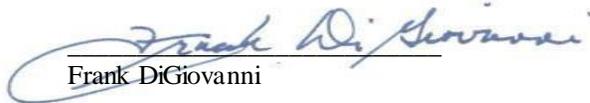
- Employees must have completed a minimum six-month tenure by 10/01/15.
- Pay rate adjustments will be added to the base pay for every employee.
- Pay rate adjustments will not affect the entry level for each position.
- Pay rate adjustments will be added to the top end of a pay range.
- Full Time Employees earning less than \$42,000 will be awarded a rate increase equivalent to \$1,000.00 added to the base rate for that person.

- Full Time Employees earning \$42,000 and above will be awarded a 3% across the board rate increase effective October 1<sup>st</sup>, 2016.
- Part Time employees will receive a \$500 pay adjustment on their anniversary date.

Statistically, 32 Full-Time & 6 Part-Time positions are affected. The total budgetary impact will be \$57,416.91 for the ensuing fiscal year.

***Recommended Action –***

This is a policy decision; however, it is advised that City Council motion and vote to ratify negotiations with the Bargaining Unit and additionally award non-bargaining unit employees a positive pay adjustment of three-percent (3%) exercising the above listed steps, calculated on base pay earnings.

  
Frank DiGiovanni

## Agenda Memorandum – *City of Inverness*

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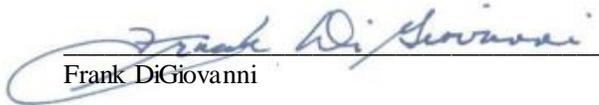
**DATE:** August 15, 2016  
**ISSUE:** SAFER Grant Award Notification  
**FROM:** City Manager  
**CC:** City Clerk, Finance Director, Fire Chief  
**ATTACHED:** Email Notification of Grant Award

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We are pleased to report the application by the City to secure funding that is designed to reimburse start-up costs for the Fire Department was approved in the amount of \$62,000.00. This grant comes at a 100% funding with no local match.

***Recommended Action –***

No Action by City Council is Necessary.

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

Friday, September 9, 2016 at 10:30:28 AM Eastern Daylight Time

**Subject:** FW: Mail deposited in your Quarantine box Award Notification (Application Number: EMW-2015-FF-00234)

**Date:** Friday, September 9, 2016 at 9:27:27 AM Eastern Daylight Time

**From:** Joe Campfield

**To:** Frank DiGiovanni

**CC:** Eric Williams, Sheila Densmore, Cheryl Chiodo, Sharon Skeelee-Hogan, Elizabeth Fernley

**Priority:** Low

The official letter!

Thanks to Eric, Sheila, Finance, IEVB, for getting the stuff together to make this grant happen. You and Council for giving me the green light in the two weeks to get it together and move forward with it.

-----Original Message-----

From: [firegrants@dhs.gov](mailto:firegrants@dhs.gov) [<mailto:firegrants@dhs.gov>]

Sent: Friday, September 09, 2016 4:57 AM

To: Joe Campfield

Subject: Mail deposited in your Quarantine box Award Notification (Application Number: EMW-2015-FF-00234)

Importance: Low

Congratulations!

Your grant application submitted under The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs

Directorate FY 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program has been approved for award. Please go to the Assistance to Firefighters eGrants system at <https://portal.fema.gov> to accept or reject your award. Enter the same User Name and Password used to complete the online application as requested on the login screen.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see

a column entitled Action. In this column, please select View Award Package from the drop down menu; click Go to view your Award Package. After review of your award package, you will need to indicate either your acceptance or rejection of award. NOTE: If you wish to accept the award, you should do so immediately as the applicable recruitment period has begun. When you have finished, please print your award package for your records.

As a reminder, awards made under the **Hiring of Firefighters Category** require the support of your governing body

prior to acceptance of the award. Therefore, by accepting this award you are confirming that you have discussed this application with your local officials and that there is a clear understanding of the long-term obligations of a SAFER grant and that both the department and governing body are committed to fulfilling the requirements of this grant immediately upon acceptance.

If you choose to decline the award, you waive all future rights to this award.

If you accept your award, you will now see a link on the left side of the screen that says Update 1199A in the Action column. Click this link as it will take you to the SF-1199A Direct Deposit Sign-up Form. **Note:** If you have been awarded in the past, the SF-1199A link will be located under the action column of the first award your organization has received. If you have not done so already, please complete the SF-1199A on-line. When you have finished, you must submit the form electronically. Then, using the Print 1199A button, print a copy and take it to your bank to have the bottom portion completed. Make sure your

Page 1 of 2

application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed, you will receive an email indicating the form is approved. After which you will be able to request payments online.

If you have any questions regarding your SF-1199A, please call 1-866-274-0960.

Thursday, September 8, 2016 at 3:48:48 PM Eastern Daylight Time

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**Subject:** RE: AFG Safer Grant

**Date:** Thursday, September 8, 2016 at 1:36:36 PM Eastern Daylight Time

**From:** Sheila Densmore

**To:** Joe Campfield, Frank DiGiovanni

**CC:** Eric Williams, Cheryl Chiodo

This information was shared with us by Digna Alvarez in Sen. Nelsons office. This will not be announced until tomorrow, but Digna wanted to be the first to let us know; so she called today. Sheila

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**From:** Joe Campfield

**Sent:** Thursday, September 08, 2016 1:30 PM

**To:** Frank DiGiovanni

**Cc:** Eric Williams; Cheryl Chiodo; Sheila Densmore

**Subject:** AFG Safer Grant

Frank,

I was just called by Senator Nelson's office to let us know we have been awarded the AFG Safer Grant of 62,000 dollars. This grant is for recruitment and training of Volunteer Firefighters. Small Town Done Right!  
Thanks

Joe Campfield  
Fire Chief  
City of Inverness  
212 West Main St.  
Inverness, FL 34450  
352-726-2611x1701  
[www.inverness-fl.gov](http://www.inverness-fl.gov)

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## Agenda Memorandum – *City of Inverness*

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**DATE:** September 15, 2016

**ISSUE:** Appoint a New Member to ICRA

**FROM:** City Manager

**CC:** City Clerk

**ATTACHED:** Completed City Board Member Application

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Mr. Kemper Willcut, a business owner in the City, has completed an application to express interest to serve in a volunteer capacity as a member of the Inverness Community Redevelopment Agency (ICRA.)

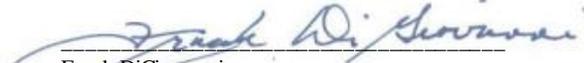
The addition of Mr. Willcut will bring the Board to a workable number, but the ICRA remains in need of additional members.

We ask Elected Officials to please recruit people you know that may be interested to serve.

***Recommended action -***

If the applicant and submittal are satisfactory, please motion, second and vote to appoint Kemper Willcut as a volunteer member to the Inverness Community Redevelopment Agency to a two-year term.

Thanking you in advance for your attention to this matter.

  
\_\_\_\_\_  
Frank DiGiovanni



DEPARTMENT OF DEVELOPMENT SERVICES

212 West Main Street
Inverness, FL 34450-4801
(352) 726-3401

Building & Zoning Division
Fax (352) 726-5473

APPLICATION FOR SERVING ON CITY BOARDS

1. Name Kemper Willcut Home Phone 352-601-8483

2. Home Address 8914 E Echo Ct

3. Business Pine Street Pub / The Cove Bus. Phone 352-601-8483

4. Business Address 108 N Pine Av 34450

5. Brief resume of education and experience: 45 Years Planning & Developing's Restaurant And Events Through Out The Central And Southern United States

6. Are you a registered voter? Yes X No Precinct#

7. Are you a resident of the City? Yes No County

8. Do you own property in the City? Yes No County

9. Do you hold a Public Office? Yes No X

10. Are you employed by the City? Yes No X

11. At present, do you serve on a board or committee of either the city or county? Yes No X
If "yes", name:

12. Please check the boards and/or committees you are interested to serve on:

- Planning & Zoning Commission
Zoning Board of Adjustment
Code Enforcement Board (must be a resident of the City)
Community Redevelopment Agency
Architectural/Aesthetic Review Committee
Law Enforcement Pension Board

13. Committee or Boards you have served in the past: See Attached

14. Why do you believe you are qualified to serve on this board/committee? Decades Of Experience & Success!

15. Would you consider serving on another board or committee other than the one(s) you selected above? Yes X No

16. Until such time you are selected for the board or committee of your choice, may we submit your application when vacancies occur rather than phone you? Yes X No

NOTE: (1) Application will remain active for one (1) year from submittal date.
(2) If appointed, you are required to complete a Financial Disclosure form.

SIGNATURE [Signature] DATE 9-14-16
\*APPLICATIONS REMAIN ON FILE FOR 6 MONTHS

Kemper Willcut

## **KEMPER C. WILLCUT**

8914 E. Echo Ct. Inverness FL 34450

[kemperwillcut@yahoo.com](mailto:kemperwillcut@yahoo.com)

(352) 601-8483

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**RESTAURANT OWNER/OPERATOR with 45 Years expertise in managing, promoting, developing and expansion of restaurant and event concepts in Midwestern United States.**

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### **SUMMARY OF QUALIFICATIONS**

- Extensive experience in the research and development of new and existing restaurant and public special event concepts throughout the Midwestern United States.
- Advanced skills in establishing financial & capital expenditure budgets, management development needs assessments, staff and manager training and engineering new unit capital requirements.
- The ability to evaluate and correct any issue with a unit or events inability to maintain acceptable profits to budget.
- Design and Implement multi-tiered marketing plans to support established financial goals.
- Writing and managing policies, procedures and regulations for operations and accounting staff.
- Extensive work with National Advertising and Marketing firms to coordinate broadcast support for National and Local promotions.
- Motivational speaker with emphasis on the Fine points of Customer Service, the Retention of current employees, and the advantages of promoting from within.
- The ability to develop and mold highly skilled staff members by coaching and counseling them during and after high stress events. **I PRODUCE LEADERS!**

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### **PROFESSIONAL EXPERIENCE**

▪ Managing Partner	Restaurant Management Co., LLC	2001 – 2013 Inverness FL, New Orleans
▪ Owner/Operator	Tater's Family Grill	1994 - 2007 Decatur, IL
▪ Managing Partner	Carlos O'Kellys Mexican Café	1988 – 2007 Decatur, IL
▪ Owner/Partner	Northwestern Missouri Pizza Hut, Inc.	1988 – 1992 Wichita, Kansas
▪ Director of Operations & Development	J&J Enterprises, Pizza Huts Franchise	1984 – 1988 Wichita, Kansas
▪ Director of Operations	Fugate Enterprises, Pizza Huts Franchise	1981 – 1984 Eastern Kansas
▪ Owner	Little Kings Sandwich Shop & Gabriel's Pizza	1978 – 1981 Wichita, Kansas
▪ Director of Operations & Development	Godfather's Pizza AIFAM Inc. Franchise	1976 – 1978 Wichita, Kansas
▪ Unit Manager	Pizza Hut, Inc.	1974 – 1976 Wichita, Kansas

#### PROFESSIONAL COMMITTEES

- International Pizza Hut Franchise Holders Association – Advisory Board
  - Pizza Hut, Inc. Product Development Advisory Board
  - Pizza Hut, Inc. ADI Advertising Co-Ops Denver/Kansas City/Wichita/Joplin/Pittsburg
  - SASNAK Management Executive Committee
  - National Restaurant Association
- 

#### COMMUNITY SERVICE

- Partners in Education - Board Member
  - Decatur Area Convention and Visitors Bureau - President
  - Greater Decatur Area Chamber of Commerce - Board Member
  - St. Teresa High School Development - President
  - Richland Community College – Small Business Management Instructor
  - Summer Start Festival - President
  - Decatur Wrestling Club – Founder/President
  - Catholic Diocese of Wichita – Board Member
  - Church of the Magdalene – Parish President
  - United Cerebral Palsy of Central Illinois – Board Member/Director
- 

#### TRAINING

- Multi Unit Supervisory Training – 1<sup>st</sup> in Class - Pizza Hut, Inc.
  - Executive Director Skills Training – 1<sup>st</sup> in Class – Pizza Hut, Inc.
- 

#### AWARDS

- 2004 Board Member of the Year – United Cerebral Palsy of Central Illinois
  - 2003 Community Champion Award – Decatur Herald & Review 2004
  - 2001 Small Business Owner of the Year – Greater Decatur Area Chamber of Commerce
  - 1989 Highest Dollar Profit Increase – Carlos O’Kelly’s Mexican Café
  - 1989 Percentage Sales Growth Leader – Carlos O’Kelly’s Mexican Café
  - 1984 IPHFHA/QS&C National Award – 5<sup>th</sup> in the Chain - Pizza Hut, Inc.
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#### REFERENCES

- Available upon request

## Agenda Memorandum – *City of Inverness*

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**DATE:** September 16, 2016  
**ISSUE:** Budget Transfer – Employee Services  
**FROM:** City Manager  
**CC:** City Clerk, Finance Director, Personnel Administrator  
**ATTACHED:** Job Description  
Budget Transfer Sheet

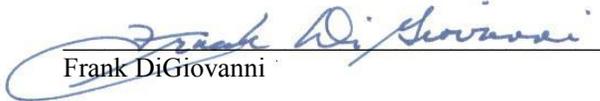
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We are expanding the project team to add staff expertise in project construction. This will be a part-time situation that will only be engaged once per week during actual construction and/or as needed. The current team is fully engaged, and with multiple projects simultaneously moving forward, it is imperative that we expand project team staff levels to insure construction proceeds as it should to achieve desirable results and to protect the public investment. This will be an additional position that requires the use of \$1,000 in Council Contingencies to fund the position for the remainder of this year and the beginning of next.

The support of City Council for this initiative is appreciated.

***Recommended Action –***

Motion, second and vote to approve the position of Part Time Construction Manager and authorize the use of \$1,000 of Council Contingencies to initially fund the position.

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

**CITY OF INVERNESS**  
**JOB DESCRIPTION**

September 2016

**JOB TITLE:           CONSTRUCTION MANAGER – PART TIME**

**DEPARTMENT:       ADMINISTRATION**

**GENERAL DESCRIPTION:**

This is a professional level position that involves construction management expertise and performs on an as needed basis. Reviews plans for constructability, reviews the bidding process, negotiates and manages construction contracts, provides project oversight and inspections to ensure conformance to the contract documents and project schedules, reviews pay applications, and manages project closeout. Reports to the Director of Capital Projects and City Manager.

**ESSENTIAL JOB FUNCTIONS:**

1. Manages multiple capital construction projects
2. Reviews plans for constructability
3. Reviews the bidding process
4. Negotiates and manages construction contracts
5. Assists in budget development.
6. Provides project oversight and inspection
7. Ensure conformance to the contract documents and project schedules
8. Reviews pay applications
9. Manages project closeout

**MINIMUM QUALIFICATIONS:**

**KNOWLEDGE, SKILLS AND ABILITIES**

- Bachelor Degree in Construction Management Technology
- Minimum 10 years of experience in construction management
- Ability to maintain records and prepare accurate reports.
- Ability to effectively communicate both orally and in writing.

**LICENSES, CERTIFICATIONS OR REGISTRATIONS**

- Valid Florida Driver's License and acceptable driving record.

**ESSENTIAL PHYSICAL SKILLS:**

- Acceptable eyesight (with or without correction)
- Acceptable hearing (with or without hearing aid)
- Walking
- Standing
- Driving

**ENVIRONMENTAL CONDITIONS:**

- Works inside
- Works outside in various weather conditions with: noise, dust
- Uneven surfaces

# CITY OF INVERNESS

# Budget Transfer Appropriation

FISCAL YEAR : \_\_\_\_\_ 2016

Finance Reference #: \_\_\_\_\_

Item #	Account Number	Account Description	Original Budget	Previous Transfers	Additional Amount Requested	New Budget Amount	Budget Reduction Requested	New Budget Amount
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1	01125120-511203	P/T Salaries	10,949	68,000	1000	79949		
	01191902-599990	Council Contingencies	200,000	144,100			1000	345100

REASON FOR TRANSFER: Monies transferred to fund New PT Construction Manager position thru 09/30/16

2			0	0	0	0		
			0	0			0	0

REASON FOR TRANSFER: \_\_\_\_\_

3			0	0	0	0		
			0	0			0	0

REASON FOR TRANSFER: \_\_\_\_\_

REQUESTED BY:	APPROVED BY:	APPROVED BY:	
_____ Sheila Densmore HR Coordinator	_____ (Finance Director)	_____ (City Manager)	_____ (Date)

# Agenda Memorandum – *City of Inverness*

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**DATE:** September 15, 2016  
**ISSUE:** Florida Coast to Coast Trail Resolution  
**FROM:** City Manager  
**CC:** City Clerk, Community Development  
**ATTACHED:** Proposed Trail Development Resolution

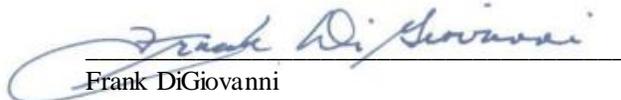
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As a Bicycle Friendly community, support should always be rendered to initiatives that improve the mobility of cycling in the State. The Florida Coast to Coast connector is exactly that type project plan that will connect multiple communities across Central Florida coast to coast. <http://fgtf.org/projects/coast-to-coast-connector/>

A Resolution has been prepared for consideration by City Council. The Hernando Citrus MPO is very much in support of the project and adoption of the Resolution will place the City of Inverness supporting the program in an official capacity.

***Recommended Action –***

1. Motion, second and vote to read the Resolution by title
  - a. Clerk reads Resolution title
2. Deliberate, and to proceed, motion and second to adopt the Resolution by roll-call.

  
\_\_\_\_\_  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

RESOLUTION 2016 - 18

**A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA, SUPPORTING CENTRAL FLORIDA MPO ALLIANCE AND TAMPA BAY AREA REGIONAL TRANSPORTATION AUTHORITY MPO'S CHAIRS COORDINATING COMMITTEE AND THE TRAIL LEADERSHIP TEAM'S EFFORTS TO PROMOTE THE FLORIDA COAST TO COAST TRAIL OVERLAY FINDINGS RELATED TO SIGNAGE, BRANDING AND WAYFINDING**

**WHEREAS**, the Central Florida MPO Alliance (CFMPOA) and the Tampa Bay Area Regional Transportation Authority MPOs Chairs Coordinating Committee (CCC) collectively comprise 12 metropolitan planning organizations and transportation planning organizations encompassing 18 counties in the Central Florida megaregion; and

**WHEREAS**, the Florida Greenways and Trails System connects trails to create a statewide network of greenways and trails, supporting economic development, increased tourism, provide health benefits, improved transportation, quality recreation and greater conservation for Floridian's and Visitors alike (F.S. 260); and

**WHEREAS**, Florida's Coast to Coast Connector (C2C) Project represents a catalyst project for all types of trail users ranging from hikers, bicyclists to equestrians, and includes connections to natural areas with paddling opportunities; and

**WHEREAS**, surveys of trail users in central Florida have shown that each visitor spends approximately \$20 in the region, with over 1 million people using area trails each year; and

**WHEREAS**, the C2C will promote active living, linking together neighborhoods, local schools, downtown business districts, shopping areas, local, state and federal recreation lands, regional trails, and other popular destinations; and

**WHEREAS**, the Florida Greenways and Trails Council recommended that the Florida Department of Environmental Protection and Florida Department of Transportation (FDOT) prioritize the C2C as Florida's first priority regional trail system for FDOT's Shared-use Nonmotorized (SUN) Trail Program; and

**WHEREAS**, the Citrus County wants to create the Northern Spur of the C2C using the existing Withlacoochee State Trail from Hernando County ultimately connecting to the Gulf of Mexico near Crystal River.

**WHEREAS**, The Northern Spur would consist of the Withlacoochee State Trail, the CR 486 Trail, and the Three Sisters Spring Trail, of which only the Three Sisters Spring Trail is not complete.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Inverness, Florida, in regular session this \_\_\_ day of \_\_\_\_\_, 2016 as follows:

1. The Board supports maintaining the local trail identity of C2C Trails in each city and county;
2. Endorses the C2C Urban Overlay findings related to signage, branding and wayfinding, found in Attachment A with the addition of local trail identity, utilizing

to the greatest extent possible funding resources identified in Attachment B to allow greater flexibility and conservation of local funding resources;

3. Encourages the C2C Leadership Team to provide annual updates to this body to highlight investments made to the Florida Greenways and Trail System, and specifically the Coast to Coast Connector;

4. Supports the creation Northern Spur of C2C using the Withlacoochee Trail from Hernando County ultimately connecting to the Gulf of Mexico near Crystal River.

5. This Resolution shall take effect immediately upon its adoption.

CITY OF INVERNESS

By: \_\_\_\_\_

Dave Ryan, President of City Council

ATTEST:

\_\_\_\_\_

Susan Jackson, Interim City Clerk

## Agenda Memorandum – *City of Inverness*

September 16, 2016

**TO:** Elected Officials  
**FROM:** City Manager (Prepared by Eric Williams)  
**SUBJECT:** Emergency Service Radio Maintenance and Usage Agreement  
**CC:** City Clerk, Finance Director, and Fire Chief  
**Enclosure:** Inverness Radio Maintenance & Usage Agreement  
Radio Maintenance & Usage Agreement Amendment One

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Before Council is an Interlocal Agreement (IA) with County Government (BOCC) to fund the City's proportionate share of the newly purchased and implemented county-wide Motorola Radio System. There are two tiers of funding in the Agreement: one being a ten-year maintenance agreement and the second is a ten-year commitment to the county's debt service for the initial purchase of radio infrastructure (tower, software, repeaters). The City purchased its own radios for the Fire Department, but utilization of the radio units will be upon the county system governed through the aforementioned agreements and financial commitment that must be enacted.

The FY 16/17 budget impact will be \$1486.00 for maintenance and \$5218.00 for debt service totaling \$6704/annum. These are reoccurring annual costs that will be a commitment for a ten-year period. An increase can be expected each year for the maintenance portion of this arrangement.

***Recommended Action –***

1. Motion, second, and vote to approve the Inverness Radio Maintenance and Usage Agreement to include Amendment One, and authorize the Council President to execute the document.

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni

**NON-EXCLUSIVE COMMUNICATION  
SYSTEM USER AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between CITRUS COUNTY, FLORIDA a political subdivision of the state of Florida, (County) and City of Inverness, (User), as follows:

WITNESSETH:

WHEREAS, the County is authorized by Section 125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions"; and,

WHEREAS, Section 163.01, Florida Statutes, authorizes the exercise by agreement between two or more public agencies of any power common to them; and,

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and,

WHEREAS, County has entered into a Lease/Purchase Agreement with Motorola Solutions, Inc. (Motorola), whereby Motorola is obligated to design, deliver, install, test, and maintain a county-wide communications system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services, (the System); and,

WHEREAS, County intends to allow agencies or entities within Citrus County to use the System subject to the rules, regulations, policies and standards established by the County; and,

WHEREAS City of Inverness intends to use the System and is authorized to use the System and to enter into this Agreement by Resolution\_\_\_\_\_.

NOW THEREFORE the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Term. This Agreement shall remain in full force for a period of nine (9) years. The parties agree to begin negotiations for renewal or termination of this Agreement no

less than six (6) months before the termination of the Agreement. If no future agreements are reached, this Agreement will terminate at the end of the initial term.

3. Payments. User agrees to pay to County the sum of \$5,218 annually, of which up to \$652 of available Fire impact fees may be used, on or before 11/01/2016 as User's proportionate share of the costs of the System. User's proportionate initial share has been calculated based upon its historical use of the County's existing system. The initial proportionate calculations worksheet is attached hereto as Exhibit "A." If necessary, County will prepare subsequent proportionate calculations on or before April 1<sup>st</sup> of each year during the term of this Agreement and will transmit the calculations to User.

4. User's Equipment. User may need additional or new equipment to utilize the System. User agrees to procure that equipment directly from Motorola to accomplish User's needs. Any such equipment will become the property of User unconnected with the County.

5. User Restrictions. User shall use the System only for User's entities and for User's employees similar to all other users on the system. User shall not have the ability to allow third parties to use the system, nor rent or otherwise charge or grant free access to any third parties. Third parties desiring to use the system may be permitted access by application to the County and approval by the County.

6. Indemnification. To the extent allowed by Florida Law, each party, (indemnifying party), agrees to indemnify, hold harmless, and defend the other party, (indemnified party), its officials, and employees from all claims, losses, damages, costs, charges, expenses, suits, or actions brought against the indemnified party as a result of any action or failure to act on the part of the indemnifying party. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 762.28, Florida Statutes, or any similar provision of law.

7. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that nothing contained herein, nor any acts of the parties hereto, shall be deemed to create any other relationship between the parties.

8. Sovereign Immunity. The County and User expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the County or User for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or User which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and shall supersede all previous communications, agreements or representations, either written or verbal, which may have been made between the parties. No change to the terms and conditions of this Agreement will be valid unless made by supplemental written amendment executed by both parties. No amendment to this Agreement shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

10. Assignment. This Agreement may not be assigned.

11. Notification. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

USER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY:

Citrus County Board of County Commissioners  
Attn: County Administrator  
3600 W Sovereign Path  
Lecanto, FL 34461

Page 3 of 5 Pages

12. Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

13. Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

14. Public Records Law.

- a. User will keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform service.
- b. User will provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that do not exceed the cost and provided in Florida Statutes chapter 119 or otherwise provided by law.
- c. User will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. User will meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in their possession upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology system of the public agency.
- e. If the User does not comply with a public records request, the public agency shall enforce the Agreement provisions in accordance with the Agreement.

15. Severability. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such a determination, the remainder of this Agreement

shall remain in force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

16. Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Citrus County, Florida.

CITRUS COUNTY, FLORIDA  
a political subdivision of the  
State of Florida

ATTEST:

\_\_\_\_\_  
ANGELA VICK, CLERK

By: \_\_\_\_\_  
RONALD E. KITCHEN JR, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS  
OF CITRUS COUNTY, FLORIDA

APPROVED AS TO FORM FOR THE  
RELIANCE OF CITRUS COUNTY ONLY:

\_\_\_\_\_  
DENISE A. DYMOND LYN  
COUNTY ATTORNEY

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

APPROVED AS TO FORM FOR THE  
RELIANCE OF \_\_\_\_\_ ONLY:

\_\_\_\_\_

ATTORNEY

**Amendment No. 1 to the Agreement  
Non-Exclusive Communication System User Agreement  
City of Inverness**

THIS AMENDMENT is made and entered into by and between Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and City of Inverness ( hereinafter referred to as "User").

**WHEREAS**, County and User entered into a Non-Exclusive Communication System User Agreement to use the System subject to the rules, regulations, policies and standards established by the County, dated \_\_\_\_\_, for a term of ten (10) years; and

**WHEREAS**, County has entered into a Lease/Purchase Agreement with Motorola Solutions, Inc. (Motorola), whereby Motorola is obligated to provide Annual Service for Fiscal Years 2017-2026 for a total of \$5,268,293, (Maintenance and Life Cycle Costs); and,

**WHEREAS**, County and User desire to amend the Agreement to expand the agreement to include the yearly Maintenance and Life Cycle Costs and to modify the public records provisions; and

**NOW THEREFORE**, in consideration of the original Agreement and the forgoing recitals, County and the User agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and User hereby amend the Agreement by modifying various provisions of the Agreement listed below.
3. Section 2A is hereby added as follows:

Maintenance & Life Cycle Costs. Term. Amendment #1 to the Agreement relating to Maintenance & Life Cycle Costs shall remain in full force for a period of ten (10) years, starting October 1, 2016. The parties agree to begin negotiations for renewal or termination of this Agreement no less than six (6) months before the termination of the Agreement. If no future agreements are reached, this Agreement will terminate at the end of the initial term.

4. Section 3A is hereby added as follows:  
Maintenance & Life Cycle Payments. User agrees to pay to County the proportionate share outlined below annually, on or before November 1, 2016 as User's proportionate share of the costs of the System Maintenance and Life Cycle Costs. User's proportionate initial share has been calculated based upon its historical use of the County's system. If necessary, County will prepare subsequent proportionate calculations on or before April 1st of each year during the term of this Agreement and will transmit the calculations to User.

Total	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26
\$24,477	\$1,486	\$1,539	\$2,593	\$2,617	\$2,642	\$2,667	\$2,693	\$2,719	\$2,746	\$2,773

5. Section 14 of the Agreement is amended to provide as follows: User will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, User will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. User will ensure that the 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 term of the Agreement and following completion of the Agreement if User does not transfer the records to the County. Upon completion of the Agreement, User will transfer, at no cost, to the County all public records in possession of the User or keep and maintain public records required by County to perform the service. If User transfers all public records to County upon completion of the Agreement, User shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If User keeps and maintains public records upon completion of the Agreement, User shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If User does not comply with the County's request for public records, the County shall enforce the provisions in accordance with the Agreement and may cancel the Agreement.

INITIAL \_\_\_\_\_

**IF USER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE USER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235;  
EMAIL: [NANCY.COLOGNA@CITRUSBOCC.COM](mailto:NANCY.COLOGNA@CITRUSBOCC.COM)**

6. County and User agree that all other terms, conditions and pricing of the Agreement and the Amendments thereto are hereby ratified and confirmed and shall continue in full force and effect except as amended herein,

*This Section of Page Was Left Blank Intentionally*

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INITIAL \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement is accepted by the parties as of the date noted below.

**City of Inverness**

\_\_\_\_\_  
Signature of Witness (1)

\_\_\_\_\_  
Printed Name of Witness (1)

\_\_\_\_\_  
Signature of Witness (2)

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness (2)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ of \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

CITRUS COUNTY, FLORIDA, A POLITICAL  
SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

\_\_\_\_\_  
**ANGELA VICK, CLERK**

BY: \_\_\_\_\_  
**RONALD E. KITCHEN, JR., CHAIRMAN**

DATE: \_\_\_\_\_

INITIAL \_\_\_\_\_

## Agenda Memorandum – *City of Inverness*

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**DATE:** September 16, 2016  
**ISSUE:** Dispatch Service Cost Agreement  
**FROM:** City Manager  
**CC:** City Clerk, City Attorney, Finance Director, Fire Chief  
**ATTACHED:** Sheriff's Office Dispatch Service Agreement

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At the time of writing, the enclosed agreement was under review of Legal Counsel. We expect to have all information ready for Council Action by late Monday or on the dais, for the meeting. Mr. Haag's opinion is important, and we don't wish to get ahead of his analysis.

In the interim, please review the provided agreement and at the end you will find two pages entitled Exhibit A. One Exhibit A shows both cities being levied the same charges. The second shows Crystal River being charged a fraction of Inverness. Mr. Haag is sorting through this with his counterpart at the Sheriff's Office and will impart findings at the meeting.

Our goal is to always bring and maintain stability to the community, and accordingly, find a means to make this work in conjunction with the Law Enforcement and Crossing Guard Agreements respectively that are with the Sheriff's Office.

***Recommended Action –***

City Council will be asked to approve the Dispatch Agreement, based on what City Legal Counsel ascertains and directs.

  
\_\_\_\_\_  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

**INTERLOCAL AGREEMENT  
BETWEEN  
CITRUS COUNTY, FLORIDA;  
JEFFREY J. DAWSY, SHERIFF OF CITRUS COUNTY, FLORIDA;  
CITY OF INVERNESS, FLORIDA; AND  
CITY OF CRYSTAL RIVER, FLORIDA;  
REGARDING  
CITRUS COUNTY, FLORIDA’S E-911 PLAN AND CONSOLIDATED DISPATCH**

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This Interlocal Agreement (hereinafter “Interlocal Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is made by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter “COUNTY”), JEFFREY J. DAWSY, Sheriff of Citrus County, Florida (hereinafter “CCSO”), the CITY OF INVERNESS, FLORIDA, a municipal corporation of the State of Florida (hereinafter “INVERNESS”), and the CITY OF CRYSTAL RIVER, FLORIDA, a municipal corporation the State of Florida (hereinafter “CRYSTAL RIVER”), collectively referred to as “the Parties.”

**WHEREAS**, the Florida Legislature created the “Florida Emergency Communications Number E911 State Plan Act” as a statewide plan for implementing, coordinating and maintaining Enhanced 911 (E911) services, thereby establishing the framework for a statewide emergency E911 communications system<sup>1</sup>; and

**WHEREAS**, it is the goal of the State E911 Plan to outline standards used to assist public-safety agencies in providing citizens with rapid direct access to public-safety agencies by accessing 911, with an objective of reducing the response time to

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<sup>1</sup> Florida Statewide Communications E911 System Plan

situations requiring law enforcement, fire, medical, rescue, and other emergency services<sup>2</sup>; and

**WHEREAS**, the comprehensive State E911 Plan includes the mandatory requirements referenced in *Rule 60FF-6, Florida Administrative Code*; and

**WHEREAS**, all public agencies shall assist the Department of Management Services in its efforts to carry out the intent of the State E911 Plan, and agencies shall comply with the developed plan pursuant to § 365.171(10), *Fla. Stat.*; and

**WHEREAS**, the Parties to this Agreement are public agencies as defined in § 365.171(3)(c), *Fla. Stat.*; and

**WHEREAS**, pursuant to *Rule 60FF-6.004(3)(a), Florida Administrative Code*, it is a requirement that each county assign an individual responsible for coordinating the E911 program within their county (a county 911 coordinator), who will serve as a single point of contact with Department of Management Services for E911 related issues; and

**WHEREAS**, the COUNTY is the responsible fiscal agent<sup>3</sup> for revenues derived from §365.172, *Fla.Stat.*, and distributed to counties for E911 purposes pursuant to §365.173(2)(d), *Fla. Stat.*; and

**WHEREAS**, the Parties desire to establish an equitable procedure for INVERNESS and CRYSTAL RIVER to pay for and maintain their portion of the operation of the County E911 Plan and consolidated dispatch services; and

**WHEREAS**, the CCSO has previously entered into a Memorandum of Understanding with NATURE COAST EMERGENCY MEDICAL FOUNDATION, INC. (a/k/a Nature Coast EMS) for the payment of their costs and expenses associated with the County E911 Plan and consolidated dispatch services; and

**WHEREAS**, pursuant to that certain Interlocal Agreement dated October 1, 1986, as amended on June 1, 1990, the CCSO operates and implements the County E911 Plan for Citrus County, Florida, and the 911 coordinator is an employee of the CCSO; and

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<sup>2</sup> *Id.*

<sup>3</sup> set forth in *Rule 60FF-6.004(1), Florida Administrative Code*

**WHEREAS**, the Parties desire to amend and restate, in its entirety, that certain Interlocal Agreement dated October 1, 1986, as amended on June 1, 1990; and

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, Section 125.01(1)(p), Florida Statutes, authorizes counties to enter into agreements with other governmental agencies, within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of an agency's authorized functions; and

**WHEREAS**, the Parties have determined that it is in the best interests of the public and the citizens of Citrus County to enter into this Interlocal Agreement, whereby the CCSO, a governmental agency, shall provide the duties and services required to operate and maintain the County E911 Plan; and

**WHEREAS**, the Parties have entered into this Interlocal Agreement for the provision of E911 Services which shall not be deemed or construed to constitute a consolidation or merger of government or a transfer of powers or functions between units of government; and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties intent that no transfer, consolidation, or merger shall be accomplished by the terms of this Agreement in any respect whatsoever; and

**WHEREAS**, the Parties have determined that it is mutually beneficial and in the best interest of the public to enter into this Interlocal Agreement to afford the parties the most effective and efficient E911 Services to the public and the residents of

Citrus County and reduce the response time to situations requiring law enforcement, fire, medical, rescue, and other emergency services; and

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the Parties do hereby agree as follows:

1. The above recitals (“WHEREAS CLAUSES”) are true and correct and are incorporated herein as if set forth in full hereunder.
2. The Citrus County, Florida E911 Plan (“E911 Plan”) shall be developed, operated and implemented by the CCSO.
3. The County 911 coordinator shall be an employee of the CCSO and will follow all policies, procedures, rules and regulations of the CCSO; and shall perform the duties as required by *Rule 60FF-6.004(3)(a), (b), (c) and (d), Florida Administrative Code*.
4. The COUNTY shall notify the statewide 911 coordinator when a new County 911 coordinator has been designated pursuant to *Rule 60FF-6.004(3)(a), Florida Administrative Code*.
5. The Parties recognize the need and benefits of having and maintaining a functional networking system for E911 call handling and transfer and each Party agrees to assist in the creation and maintenance of any data base or data bases necessary to build and maintain the network(s).
6. All revenues derived from *§365.172, Fla.Stat.* and distributed to counties for E911 purposes pursuant to *§365.173(2)(d), Fla. Stat.* shall be received by the CCSO and used pursuant to the statute. All remaining expenses for the cost of operating the County E911 plan and consolidated dispatch services shall be paid by the Parties pursuant to Exhibit “A” to this Agreement, which shall be amended each year. CCSO shall notify the other Parties of any changes or increases to fire dispatch charges, T-1 line charges, and CAD maintenance fees on or before June 1 of each year.
7. The Parties agree all 911 “Call Taker” positions shall be all employees of CCSO, and will follow all policies, procedures, rules and regulations of the CCSO.
8. All 911 Call Takers shall meet the requirements of *Rule 60FF-6.005(3)(a), Florida Administrative Code*; and shall receive the training as required by *Rule 60FF-*

6.005(9)(a), Florida Administrative Code. All Standard Operating Procedures “SOPs” shall be developed by CCSO and all training on shall include classroom and/or on-the-job instruction as required for 911 public-safety telecommunicators.

9. CCSO shall be responsible for the budgeting of all costs associated with the E911 Plan and shall submit same to COUNTY as part of CCSO’s annual budget for approval. CCSO agrees to waive all of its rights to file an appeal to the Administrative Commission pursuant to §30.49, Florida Statutes, regarding the E911 budget for any year.
10. CCSO shall be responsible for submission of all grant applications, documentation and related reimbursement expenses associated with the County E911 Plan to the Florida Division of Management Services and/or appropriate State or Federal agencies in accordance with applicable statutes, rules and regulations, in coordination with the Citrus County Board of County Commissioner, or its designee.
11. This Interlocal Agreement shall commence on the date last executed by the Parties and shall continue for a term of five (5) years. Thereafter, this Interlocal Agreement shall automatically renew for additional five (5) year terms without further action of the parties. After the initial term, either Party may terminate this Agreement by providing at least six (6) months written notice to the other Party
12. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to CCSO:

Sheriff of Citrus County, Florida  
Citrus County Sheriff's Office  
1 Dr. Martin Luther King, Jr. Avenue  
Inverness, Florida 34450

With a copy to:

R. Wesley Bradshaw, Esq.  
General Counsel  
Bradshaw & Mountjoy, P.A.  
209 Courthouse Square  
Inverness, Florida 34450

If to COUNTY:

County Administrator  
Citrus County Board of County  
Commissioners  
110 N. Apopka Avenue  
Inverness, Florida 34450

With a copy to:

Denise A. Lyn, Esq.  
County Attorney  
Citrus County Board of County  
Commissioners  
110 N. Apopka Avenue  
Inverness, Florida 34450

If to INVERNESS:

Frank DiGiovani, City Manager  
212 W. Main Street  
Inverness, FL 34450

Copy to:

Larry M. Haag, Esq.  
City Attorney  
452 Pleasant Grove Road  
Inverness, Florida 34452

If to CRYSTAL RIVER:

Dave Burnell, City Manager  
123 NW Highway 19  
Crystal River, Florida 34428

Copy to:

George G. Angeliadis, Esq.  
City Attorney  
The Hogan Law Firm  
20 S. Broad Street  
Brooksville, FL 34601

Any party may change his, her or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

13. As a material inducement to the Parties to enter into this Interlocal Agreement, each Party represents to the other Parties that:
  - 13.1. They are fully and properly authorized to execute and enter into this Interlocal Agreement.
  - 13.2. This Interlocal Agreement constitutes a valid and binding obligation of the Parties, enforceable against the Parties in accordance with the terms of this Interlocal Agreement
  - 13.3. They are duly organized, validly existing governmental agency or corporation and in good standing under the laws of the State of Florida, and has full power and authority to enter into this Interlocal Agreement, to perform the obligations under this Interlocal Agreement, in accordance with the terms of this Interlocal Agreement.
  - 13.4. The execution of this Interlocal Agreement by the individual executing this Interlocal Agreement on behalf of said Party, and the performance by the Party of the Party's obligation under this Interlocal Agreement, have been duly authorized and approved by all necessary action, and the execution, delivery and performance of this Interlocal Agreement by the Party does not conflict with any agreements, rules, regulations or laws governing the Party.
14. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Interlocal Agreement. The terms in this Interlocal Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having

drafted or participated in the drafting of any such terms. The terms of this Interlocal Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Interlocal Agreement, unless the severing of such term would defeat the purpose of this Interlocal Agreement.

15. This Interlocal Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Interlocal Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.
16. Each Party shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
17. The County Administrator is hereby authorized and directed after approval of this Interlocal Agreement and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to file this Interlocal Agreement with the Clerk of Citrus County, Florida, as required by Section 163.01(11), Florida Statutes.
18. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Interlocal Agreement, and agree that they will present any disputes under this Interlocal Agreement, including, without limitation, any claims for breach or enforcement of this Interlocal Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Interlocal

Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Interlocal Agreement.

19. Each Parties decisions regarding the delivery of services under this Interlocal Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
20. The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.
21. No Party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.
22. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Interlocal Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any

single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

23. This Agreement may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals and have caused this instrument to be executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, at Inverness, Citrus County, Florida.

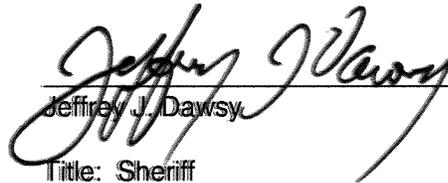
**CITRUS COUNTY, FLORIDA**

**CITRUS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Ronald E. Kitchen, Jr.

Title: Chairman

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jeffrey J. Dawsey

Title: Sheriff

Date: \_\_\_\_\_

**CITY OF INVERNESS, FLORIDA**

**CITY OF CRYSTAL RIVER, FLORIDA**

\_\_\_\_\_  
David Ryan

Title: President

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Farley

Title: President

Date: \_\_\_\_\_

**EXHIBIT "A"**

**For the 2016-2017 Budget Year**

**As to INVERNESS**

INVERNESS shall pay CCSO for Fire related 911 dispatch expenses. These expenses will be determined by taking a percentage of Inverness fire calls related to all dispatched calls. At the time of this agreement the percentage is 0.81% and by applying this to the total cost of \$2,608,642, for all county dispatch services, the city's cost would be \$21,130. In addition, the city will pay one thirteenth (1/13) of the T-1 lines charges in the amount of \$186.00, and 1/13 of the CAD maintenance fees in the amount of \$1,763 for a total amount of \$23,079. The total amount \$23,079 shall be paid as follows: \$5,769.75 due on or before October 1, 2016, \$5,769.75 due on or before January 1, 2017, \$5,769.75 due on or before April 1, 2017, and the final payment of \$5,769.75 due on or before July 1, 2017.

**AS TO CRYSTAL RIVER**

CRYSTAL RIVER shall pay CCSO for Fire related 911 dispatch expenses. These expenses will be determined by taking a percentage of Crystal River fire calls related to all dispatched calls. At the time of this agreement the percentage is 0.26% and by applying this to the total cost of \$2,608,642, for all county dispatch services, the city's cost would be \$6,728.46. In addition, the city will pay one thirteenth (1/13) of the T-1 lines charges in the amount of \$186.00, and 1/13 of the CAD maintenance fees in the amount of \$1,763 for a total amount of \$8,677.44. The total amount \$8,677.44, shall be paid as follows: \$2,169.36 due on or before October 1, 2016, \$2,169.36 due on or before January 1, 2017, \$2,169.36 due on or before April 1, 2017, and the final payment of \$2,169.36 due on or before July 1, 2017.

**EXHIBIT "A"**

For the 2016-2017 Budget Year

**As to INVERNESS:**

INVERNESS shall pay CCSO, for Fire related 911 expenses, the salary and benefits for one-half (½) of an Fire dispatcher in the amount of \$21,130.00, one thirteenth (1/13) of the T-1 lines charges in the amount of \$186.00, and one thirteenth (1/13) of the CAD maintenance fees in the amount of \$1,763 for a total amount of **\$23,079.00.00**. The total amount of \$23,079.00 shall be paid as follows: \$5,679.75 due on or before October 1, 2016, \$5,679.75 due on or before January 1, 2017, \$5,679.75 due on or before April 1, 2017, and the final payment of \$5,679.75 due on or before July 1, 2017.

INVERNESS stipulates and agrees to pay the salary and benefits for one (1) Fire dispatcher in the 2017-2018 budget year, plus any proportionate cost increase in the T-1 line charges and CAD maintenance fees.

**As to CRYSTAL RIVER:**

CRYSTAL RIVER shall pay CCSO, for Fire related 911 expenses, the salary and benefits for one-half (½) of an Fire dispatcher in the amount of \$21,130.00, one thirteenth (1/13) of the T-1 lines charges in the amount of \$186.00, and one thirteenth (1/13) of the CAD maintenance fees in the amount of \$1,763, for a total amount of **\$23,079.00.00**. The total amount of \$23,079.00 shall be paid as follows: \$5,679.75 due on or before October 1, 2016, \$5,679.75 due on or before January 1, 2017, \$5,679.75 due on or before April 1, 2017, and the final payment of \$5,679.75 due on or before July 1, 2017.

CRYSTAL RIVER stipulates and agrees to pay the salary and benefits for one (1) Fire dispatcher in the 2017-2018 budget year, plus any proportionate cost increase in the T-1 line charges and CAD maintenance fees.

## Agenda Memorandum – *City of Inverness*

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**DATE:** September 16, 2016  
**TO:** Elected Officials  
**FROM:** City Manager  
**SUBJECT:** Law Enforcement Service Agreement 10/1/16 – 9/30/17  
**CC:** City Clerk and Finance Director  
**Enclosure:** Prior Memo to Council, July 28, 2016  
Agreement for Law Enforcement Services

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Reference is made to the attachments.

The action this evening involves the Inter Local Agreement (IA) for Law Enforcement Services. The IA was previously addressed by City Council, and approved with the caveat that dispatch services were inclusive. As mentioned at the prior meeting, the SO was not comfortable with that arrangement, and we were advised last week that it was unacceptable, and was submitted with an expectation of acceptance without change.

The agreement is being returned for Council to consider the proposal.

The City of Inverness enjoys excellent relations with the Citrus County Sheriff's Office through, and beyond, this agreement. We work well with members of the Department, and Inverness receives added services beyond what is charged by general (county) taxation. Statistically, crime indicators are favorable and low. The enclosed transmittal correspondence and agreement by the Sheriff is structured to continue the program status quo through September 30, 2017. Program costs are \$775,529.00.

***Recommended Action –***

It is recommended that City Council motion, second and vote to support and accept the agreement with the Citrus County Sheriff's Office for Law Enforcement Services through September 30, 2017, and authorize that the Council President execute the document.

Once signed, we will correspond and finalize the matter with the Sheriff's Office.

  
\_\_\_\_\_  
Frank DiGiovanni

# Agenda Memorandum – *City of Inverness*

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**DATE:** July 28, 2016  
**ISSUE:** Law Enforcement Service Agreement  
Radio & Dispatch Agreement  
**FROM:** City Manager  
**CC:** City Clerk, Finance Director  
**ATTACHED:** Letter by Sheriff to Renew Law Enforcement Agreement  
Letter by Sheriff to Enact Annual Radio & Dispatch Agreement  
Email Exchange Between City and Sheriff's Office

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Reference is made to attachments.

The enclosed Law Enforcement Agreement for 2016-17 is submitted by the Sheriff in the amount of \$775, 529. Compared to the current year amount of \$764, 409, the following is noted:

- The increase is \$11,120
  - Revenues are down by:
    - Parking Fines Down from 2015 by \$5600
    - Fines & Forfeitures are down \$3600 from 2014, and \$1000 from 2015
    - Education Funds Not Reported
    - Seized Funds Not Reported
      - Revenue Reductions translate to added costs to a budget
      - Revenue Loss from 2015: \$9200
  - School Crossing \$16,736 (Not in this Allocation)

Total Law Enforcement w/Schools: \$792,265

(See letter concerning Radio & Dispatch Service Costs and Email Exchange

Radio & Dispatch Service Costs Total \$30,429

Total Added Cost Impact to City Budget for Law Enforcement, Radio & Dispatch:  
\$43,430.

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

# Agenda Memorandum – *City of Inverness*

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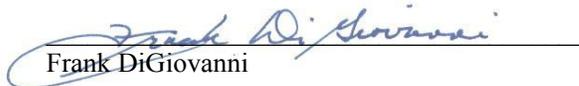
ISSUE: Law Enforcement Service Agreement, Radio & Dispatch Agreement

***Recommended Action –***

Following a discussion on action by the BOCC to provide notice to terminate an existing Inter Local Agreement, and the impact of Radio & Dispatch, plus increases to the developing City Budget for Fiscal Year 2016-17, proceed as follows:

- Motion, second and vote to continue and renew the Law Enforcement Services Agreement between the City and Sheriff's Office, based on the result of Council discussion.

Please see me at your convenience with any questions.

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)



**CITRUS COUNTY SHERIFF'S OFFICE**

*A Nationally Accredited Law Enforcement Agency*

**SHERIFF  
JEFFREY J. DAWSY**



September 15, 2016

Frank DiGiovanni, City Manager  
City of Inverness  
212 W. Main Street  
Inverness, Florida 34450

Re: Contract - Law Enforcement Services

Dear Frank:

Please find enclosed Interlocal Agreement for Law Enforcement Services for fiscal year 2016/2017. This agreement reflects a budget of \$775,529, an increase of 1.45%. This increase is a net combination of a decrease in fuel cost and an increase due to merit raises to our employees.

The services related to this agreement include one full-time community resource officer, six full-time deputies, two part-time (minimum of 20 hours per week per position) PSO's, and enhanced detective services.

As always, I want to commend you and the City Council for a great working relationship as we move forward to continue to provide quality law enforcement to the residents of Inverness. Please return the signed contract to my office for our records at your earliest convenience. If you have any questions or concerns regarding the information contained herein, please do not hesitate to contact me.

Sincerely,

Jeffrey J. Dawsy, Sheriff  
Citrus County

1 DR. MARTIN LUTHER KING JR. AVE. - INVERNESS, FLORIDA 34450-4968 PHONE 352 - 726-4488

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into by and between the CITY OF INVERNESS, FLORIDA, (“Inverness”), a municipal corporation of the State of Florida; JEFFREY DAWSY, as Sheriff of Citrus County, Florida, (“Sheriff”); and, CITRUS COUNTY, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, Sections 125.0101, 166.021 and 163.01, Florida Statutes (2014) provide that a county and a municipality may contract to provide law enforcement services within a municipality’s boundaries; and

WHEREAS, Inverness is a municipality within the boundaries of Citrus County, Florida; and

WHEREAS, Inverness is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Inverness has requested that the Sheriff furnish law enforcement services within Inverness; and

WHEREAS, Inverness desires that the Sheriff furnish law enforcement services on a full-time basis and duly perform any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Inverness; and

WHEREAS, the Inverness City Council has determined that the most efficient way to fulfill; its desire to provide police protection in a responsible manner for the term beginning October 1, 2016 and ending September 30, 2017 is by contracting with the Sheriff; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, this Agreement for the provision of law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties’ intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever and the parties shall administer this Agreement to that end; and

WHEREAS, this Agreement between Inverness and the Sheriff has previously been approved for concurrence by the Board of County Commissioners of Citrus County;

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

#### 1. RECITALS

The recitals included above form an integral part of this Agreement and are hereby incorporated herein.

#### 2. MUNICIPAL POLICE POWERS

By appropriate Resolution, Inverness City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Inverness' police powers to the extent necessary or desirable to perform the law enforcement services herein during the contract period. Both parties recognizing that Inverness retains the right to resume responsibilities to provide law enforcement services within Inverness at the expiration of this Agreement. Inverness similarly retains the right to control the law enforcement services provided under this Agreement.

#### 3. INTERAGENCY COORDINATION

The Sheriff shall, to the extent feasible, coordinate law enforcement functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with Inverness' City Manager. The Sheriff or Sheriff's designee will attend regular City Council meetings and staff meetings when requested consistent with Inverness' right to control and supervise the law enforcement services provided pursuant to this Agreement.

#### 4. STAFFING LEVELS/COMMUNITY RESOURCE OFFICER

- a. The Sheriff agrees to provide all necessary and appropriate law enforcement services in and for Inverness by providing six (6) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers within Inverness. Said deputies shall be provided within Inverness on the basis of one (1) deputy at all times, supplemented by scheduling overlap. In addition it is understood by the parties that the Sheriff will additionally provide for two (2) part-time (minimum 20 hours per week per position) PSO's, supervision of deputies, interactive community service to communicate law enforcement activities to City businesses and residents, school traffic regulation, school bus traffic regulation, school security services, investigative services and public relations. Deputies assigned within Inverness will not patrol unincorporated areas of the County except when rendering mutual aid assistance to insure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements.
- b. The Sheriff will also provide one full-time community resource officer within Inverness. This officer will perform interactive and proactive patrols as do other community resource officers in accordance with existing practices which may include but are not limited to; making contacts with both citizens and businesses to solve community crime problems, meeting with individuals to explain crime prevention techniques, and utilizing business cards and voice mail to ensure citizen contact regarding public safety concerns.
- c. The Sheriff shall make all services of the Sheriff's Office available to Inverness during the term of this Agreement. These services include but are not necessarily limited to; marine patrol, K-9, helicopter patrol, crime watch assistance, report writing, record retention, Emergency Management operations dispatch operations for law enforcement, media interaction, and community service programs. The Sheriff will conduct periodic speed monitoring of Inverness' vehicle traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint.

5. CONSIDERATION

Inverness shall pay to the Citrus County Board of County Commissioners, as payment in full for services herein agreed to be performed by the Sheriff, the sum of \$775,529 for the term October 1, 2016 through September 30, 2017, being paid monthly in the amount of \$64,627.42. Monthly payments shall be payable on the first day of each month.

6. LAWS ENFORCED

The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Inverness and Inverness municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances.

7. FINES AND FORFEITURES

- a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Inverness pursuant to Section 943.25, Florida Statutes, shall be assigned by Inverness to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Inverness. The Sheriff will advise the City Manager on a quarterly basis of the collections and expenditures from this fund.
- b. Fines. Inverness shall remain entitled to all fines and forfeitures to which Inverness would ordinarily be entitled pursuant to Section 316.660, Florida Statutes and to proceeds and forfeitures arising under the sale or disposition of unclaimed property or from the enforcement of the Inverness Code of Ordinances.
- c. Seized Funds. On the effective date of this Agreement, Inverness shall sell, assign, transfer and convey all of Inverness's right, title and interest in and to any funds maintained by or on behalf of Inverness. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within Inverness and subsequently forfeited to Sheriff shall be deposited into the Sheriff's Law Enforcement Trust Fund and shall be designated for use by Sheriff within or for the benefit of Inverness in accordance with the statute. The Sheriff shall advise the City Manager on a quarterly basis of collections and from this fund.
- d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Inverness and, to the extent allowable by law, act as the law enforcement agent on behalf of Inverness in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. Inverness will make these funds available to Sheriff to carryout the intent of the grant program as approved by the granting agency and Inverness. It is understood by both parties that all revenues currently received by Inverness as a result of law enforcement activities shall continue to be received by Inverness as previously mentioned herein or as may be added in the future.
- e. Return of Unused Funds. All funds initially received by Sheriff from Inverness as well as funds received directly by Sheriff after the commencement of the Agreement under the provisions of this paragraph 7, shall be accounted for and reported to Inverness annually to include the details of all revenues received and all expenditures made. In the event of termination of the Agreement all unused funds shall be returned to Inverness within 30 days from the date of termination.

#### 8. PERFORMANCE REPORTS AND CRIME REPORTING

The Sheriff shall maintain performance reports and statistical records regarding police activity within Inverness and shall provide such to Inverness so that Inverness may review Sheriff's performance under this Agreement, these records will include, but will not necessarily be limited to, the number of calls for service, offense reports, arrests, alarm responses, location and nature of calls, response times, number and type of citations and number and type of accidents. The Sheriff will provide these performance reports and statistical records to Inverness bi-annually.

#### 9. HIRING DECISIONS

The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all law enforcement personnel performing services under this Agreement as such individuals are Sheriff's employees.

#### 10. PERSONAL PROPERTY-EXCEPT VEHICLES

It is specifically intended by the parties that certain personal property owned by Inverness was transferred to Sheriff for the Sheriff's use in benefit of Inverness during the term of this Agreement. The parties anticipate that Sheriff will use such property during the term of this Agreement and that such property or replacements of equivalent utility thereto will be returned to Inverness at the conclusion of this Agreement in substantially similar condition as when transferred to Sheriff, with reasonable wear and tear excepted. While Sheriff has use and possession of such property which has been transferred in good and working condition, Sheriff agrees to maintain such property in good and work order and will perform customary preventative and required maintenance on such property. Sheriff will maintain a fixed asset ledger with identifiable numbers for such property during Sheriff's use of such. If Sheriff determines that Sheriff does not need such property, Sheriff may sell such property and apply the proceeds thereof to such other property as is needed for the benefit of Inverness or shall apply the proceeds to directly reduce Inverness' consideration required herein.

#### 11. VEHICLES

At the conclusion of this Agreement, Sheriff will return vehicles or equivalent replacements thereto to Inverness. Sheriff will additionally transfer any vehicles purchases or leases by Sheriff during the term of this Agreement with funds generated from this Agreement to Inverness. Any remaining lease payments, for vehicles procured by Sheriff for the benefit of Inverness pursuant to this Agreement, will be assumed by Inverness until such leases are satisfied.

#### 12. UNIFORMS and VEHICLE MARKINGS

The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units; however, the Sheriff agrees to place the Inverness Insignia, on all of Sheriff's marked patrol vehicles.

#### 13. INDEMNIFICATION AND HOLD HARMLESS

The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall hold Inverness harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of Inverness property or the intentional or negligent acts of the Sheriff. Sheriff's Deputies and Sheriff's employees; and the Sheriff shall indemnify Inverness from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Inverness might suffer in connection with

or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the Sheriff, Sheriff Deputies and Sheriff's employees. Inverness agrees to hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement, and Inverness agrees to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding liability of Inverness unless specifically listed above. By agreeing to the provisions of this paragraph 13, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity.

#### 14. REVENUE SOURCES

The parties agree that this Agreement does not constitute a general indebtedness of Inverness within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Citrus County will ever have the right to require or compel the exercise of ad valorem taxing power of Inverness or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Inverness, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of Inverness and Citrus County.

#### 15. NOTICES

The parties hereto are represented as follows:

- a. CITRUS COUNTY: County Attorney, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, FL 34450.
- b. CITY OF INVERNESS: Larry Haag,
- c. CITRUS COUNTY SHERIFF: Undersheriff "Buddy" Grant

#### 16. TERM

This Agreement shall take effect on October 1, 2016 at 12:01 a.m. and continue in effect thereafter through September 30, 2017, unless hereafter extended upon such terms and conditions as the parties hereto may later agree. Either party may terminate this Agreement upon a ninety (90) day prior written notice to the other party.

#### 17. BOCC JOINDER

The Citrus County Board of County Commissioners has indicated its concurrence with this Agreement and with the terms and provisions hereof and its support for the plan set out herein. Said Board agrees to amend the Citrus County Sheriff's Office budget, after payments of the referenced amounts herein by Inverness, to provide the funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to insure that the purposes stated herein are fulfilled.

**18. NO UNINTENDED BENEFICIARIES**

In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.

**19. SCOPE OF AGREEMENT**

This document reflects the full and complete understanding of the parties, supersedes any other agreements entered into by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorize representatives this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF INVERNESS:**

ATTEST:

By: \_\_\_\_\_  
David Ryan, President

\_\_\_\_\_  
Deborah Davis, City Clerk

Approved as to form & content:

\_\_\_\_\_  
City Attorney, Larry Haag

**SHERIFF OF CITRUS COUNTY, FLORIDA**

ATTEST:

By:   
Buddy Grant, Undersheriff  
o/b/o Jeffrey Dawsy, Sheriff

\_\_\_\_\_

Approved as to form & content:

\_\_\_\_\_  
Sheriff's Attorney

Cost related to City of Inverness For FY 2016-2017	Deputy	CRO	PT Detective	Clerical	PSO (2 PT) Parking Enforce	Recurring Expenses
Outfitting Deputy Costs						
Uniforms	522	522	522		320	
Physicals	65	65	65		130	
Office Supplies	50	50	50		50	
Miscellaneous Supplies	50	50	50		50	
Ammunition/Range supplies	267	267	267			
Miscellaneous Costs						
Liability Insurance	838	838	838		968	
Vehicle Fuel and Oil	4,190	4,190	4,190		2,780	
Vehicle Maintenance	600	600	600		300	
Vehicle Tags	28	28	28		28	
Vehicle Insurance	821	821	821		617	
Cell Phones	600	600	600			
Wireless Services	456	456	456		456	
CAD Maintenance						13,485
Training	350	350	350			
Replacement Costs (laptops, etc.)						1,300
Existing Debt						-
New Debt for 3 vehicles						-
Rent for CRO						20,536
Investigative Supplies			1,000			
Vehicle Repairs						850
Radio Repairs	200					
Vehicle Equipment 1.4						6,020
Radio						7,280
In Car Video/AED/Radar 1.4						7,840
Light Bar 1.4						1,820
Capital - 1.4 New Vehicles						34,020
Subtotal	8,437	8,837	9,837	-	5,699	93,151
# of Positions	6	1	0.5	0	1	
Total Operating & Capital	50,622	8,837	4,919	-	5,699	93,151
Personnel Costs	423,317	76,024	48,623	34,834	29,502	612,300
Total	423,317	76,024	48,623	34,834	29,502	612,300
2016-2017						775,529
Salary	612,300					
Operating	112,269					
Capital	50,960					
Debt	-					
Total	775,529					