

Law Enforcement Service Delivery Sub-Agreement

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this ___ day of _____, 2010, by and between the City of Wildwood ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff's Office; and

WHEREAS, the County provides funding for code enforcement services by the Sumter County Board of County Commissioners; and

WHEREAS, the City provides funding for law enforcement services and code enforcement services for the City, by the City's police department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a coordinated approach between the County and the City; and

WHEREAS, the City provides the backup 911 Public Safety Answering Point ("PSAP") to the primary 911 PSAP provided by Sumter County; and

WHEREAS, the County recognizes and desires to resolve the financial inequities that may exist through the City's performance of code enforcement and acting as the backup 911 PSAP; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and

services, and protection of natural resources; and

NOW, THEREFORE, accepting the above WHEREAS clauses as true and incorporating same as if stated herein, and in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely responsible for law enforcement within the incorporated boundaries of the City.
2. The City shall utilize its own law enforcement agency to perform code enforcement within the City. The City shall also allow Sumter to utilize City as a backup 911 PSAP. The County agrees to make an annual payment of \$100,000.00 to the City, said monies to be utilized strictly for the law enforcement aid and services described herein.
3. The incorporated boundaries of the City shall include those areas annexed into the City including those areas annexed pursuant to the Planning Services subagreement and the MSA as defined in the Planning Services subagreement.
4. Within the MSA, all law enforcement jurisdiction shall remain with the County in all areas which have not been annexed into the City unless otherwise specified herein.
5. For purposes of law enforcement jurisdiction, a road right of way and road contained in a road segment shall be considered annexed into the City at the time of annexation. If at least fifty-one percent (51%) of the linear footage of the on both sides of the road segment of a County non-regionally significant road is within the existing City boundary then the entire road segment shall be considered within the City consistent with the Road Services subagreement.

End of Law Enforcement Services Sub-Agreement