INTERLOCAL AGREEMENT BETWEEN SUMTER COUNTY AND THE OFFICE OF THE STATE ATTORNEY FIFTH JUDICIAL CIRCUIT

THIS interlocal agreement is entered into by and between Sumter County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "Sumter County"), with administrative offices located at 910 North Main Street, Bushnell, Florida, 33513-6146, and the Office of the State Attorney, Fifth Judicial Circuit created and existing under the laws of the State of Florida, (hereinafter referred to as "State Attorney") with administrative offices located at 19 N.W. Pine Avenue, Ocala, Florida, 34475 (each being at times referred to as a "party" or "parties").

WITNESSETH:

Whereas, Section 28.24(12)(e)(1), Florida Statutes sets forth the legislatively established funding source of a $2 filing fee (hereinafter referred to as "$2 filing fee") distributed to the board of county commissioners to be used exclusively for funding court-related technology, and court technology needs as defined in Section 29.008(1)(f)(2) and (h) for the state trial courts, state attorney and public defender; and

Whereas, Section 29.008(1)(f)(2), Florida Statutes allows a portion of this $2 filing fee revenue source to be used for county funded staff to support the operations and management of the State Attorney's Office computer networks, systems and equipment; and

Whereas, pursuant to Chapter 163, Florida Statute, the County and the State Attorney's Office may enter into this Agreement in order to cooperatively use their resources to mutual advantage.

Now, Therefore, in consideration of the mutual terms and conditions, promises and covenants hereinafter set for the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1
Purpose

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

1.2 Sumter County, in cooperation with the State Attorney's Office, hereby establishes the funding for state employees who assist in the support of the State Attorney's computer

network, systems and equipment, within the Sumter County branch of the State Attorney's Office.

Article 2
Agreement Established

2.1 This Agreement shall become effective October 1, 2009 and shall continue until September 30, 2010.

2.2 The parties hereto agree to be fully responsible for their negligent acts or omissions or tortious acts during the life of this agreement that result in claims or suits against any other party, and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applied. Nothing herein shall be construed as consent by the parties to be sued by third parties in any matter arising out of this Agreement.

Article 3
Amount of Funds and Method of Payment

3.1 Sumter County agrees to pay the State Attorney's Office for reimbursement of one hundred percent of the salary, benefits and employer tax cost for the full time state employee(s) permanently assigned to the Sumter County branch office, and a prorated percentage of similar costs for circuit-wide employees who also perform related work in this office, from the discrete Sumter County $2 filing fee fund. The total sum of monies paid to the State Attorney's Office under this Agreement shall not exceed $85,000 for the period between October 1, 2009 and September 30, 2010.

3.2 Payments under this Agreement shall be made on a cost reimbursement basis. Reimbursement shall be made on a quarterly basis on the State Attorney's Office submission and Sumter County's approval of a quarterly invoice. The State Attorney's Office shall maintain documentation of all costs represented on the invoice, and will submit documentation of expenditures with all invoices, and payment may be withheld if services have not been satisfactorily completed or the documentation is not satisfactory. Any payment due or any approval necessary under the terms of this Agreement may be withheld until all evaluation and documentation of expenditure due from the State Attorney's Office, and necessary adjustments thereto, have been approved by Sumter County.

3.3 Sumter County will use funds from the $2 filing fee to help with the payments to the State Attorney's Office required by this Agreement, and any other associated costs.

Article 4
Personnel

4.1 The job duties of the employee filling the position that will be funded by this agreement will include but is not limited to installing and supporting the computer networks, software, related systems and equipment, provide user technical support, and help maintain the information systems infrastructure of the State Attorney's Office.

4.2 The State Attorney's Office will be responsible for the payment of all FICA taxes, withholding taxes, state and federal unemployment taxes, retirement benefits, and insurance benefits related to this employee from the funds received under the Agreement.

Article 5
General Provisions

5.1 **Termination:** This Agreement may be terminated by either party with or without cause upon five (5) days written notice via certified mail.

5.2 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, records, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, and after giving that party five (5) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

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

5.4 **All Prior Agreements Superseded:**

(a) This document incorporates and included all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5.5 **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of Florida, and the parties stipulate that venue for any matter, which is a subject of this Agreement shall be in the County of Sumter.

5.6 **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If any party discovers any material discrepancy, deficiency, ambiguity, error, or omission in the Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other parties and request clarification of the interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may be drafted or prepared any or all of the terms and provisions hereof.

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

5.8 **Further Documents:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

5.9 **Notices:** All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand, e-mail or by United States Postal Service.

5.10 **No Waiver:** The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Sumter County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2009, the State Attorney's Office, by and through its administrator duly authorized to execute same on the _____ day of _____, 2009.

SUMTER COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By:_____
Garry Breeden, Chairman

Date:_____

ATTEST: Gloria R. Hayward,
Clerk of Circuit Court

_____
Clerk

OFFICE OF THE STATE ATTORNEY
Office of the State Attorney acting by and through its duly authorized Administrator

By: [signature]
Witness

By: [signature]
Brad King, State Attorney

By: Nancy L Locke
Witness

Date: 9/29/09