

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN ESCAMBIA COUNTY,  
FLORIDA AND THE ESCAMBIA COUNTY SHERIFF'S OFFICE  
RELATING TO THE ANNUAL BUDGET FOR THE SHERIFF AND  
IMPLEMENTATION OF HIS PAY PLAN**

**THIS AGREEMENT** is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and the Escambia County Sheriff's Office, with administrative offices located at 1700 West Leonard Street, Pensacola, Florida 32501 (hereinafter referred to as "Sheriff") (each at times also being referred to as a "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS, the County and the Sheriff are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their governmental powers and available resources in the most efficient manner possible; and

WHEREAS, the Sheriff filed an appeal of his Fiscal Year (FY) 2017-18 budget allocation to the Administration Commission; and

WHEREAS, it is the parties intent to enter into this Agreement to settle the pending appeal and to put into effect the Mediation Agreement signed on March 9, 2018.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Sheriff agree as follows:

**Section 1. Purpose of Agreement.**

1.1 The recitals contained in the Preamble of this Agreement are declared to settle the pending appeal and to be true and correct and are incorporated into this Agreement.

1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanisms whereby the County will fund the Sheriff's budget through September 30, 2021, and the County and Sheriff will resolve the appeal of the Sheriff's FY 2017-18 budget.

**Section 2. Responsibilities of the Parties.**

2.1 The Parties agree to implement the terms of the Mediation Agreement, signed by the Parties on Friday, March 9, 2018, and attached as an exhibit and incorporated with this Agreement.

2.2 The County covenants and agrees to appropriate in its annual budgets from legally available revenues sufficient to fund the annual obligations in this Agreement.

### **Section 3. Term and Termination.**

3.1 The term of this Agreement shall commence upon the Effective Date and remain in effect through September 30, 2021.

3.2 This Agreement may only be terminated for cause by either party upon providing thirty (30) days' written notice pursuant to Section 8 of this Agreement.

### **Section 4. Survival.**

All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

### **Section 5. Interpretation.**

5.1 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.

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

### **Section 6. Severability.**

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability 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.

### **Section 7. Further Documents.**

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

### **Section 8. Notices.**

All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

Notices shall be sent to:

County Administrator  
Escambia County  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Escambia County Sheriff's Office  
1700 West Leonard Street  
Pensacola, Florida 32501

**Section 9. Prior Agreements Superseded.**

This document incorporates and includes 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, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

**Section 10. Governing Law.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

**Section 11. No Waiver.**

The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 12. Effective Date.**

This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for filing this document upon receipt of the executed Agreement from the Sheriff.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County

Commissioners, signing by and through its duly authorized Chairman and the Sheriff's Office through its elected Sheriff.

BOARD OF COUNTY COMMISSIONERS  
OF ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_  
Jeff Bergosh, Chairman

ATTEST: PAM CHILDERS  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk  
( S E A L )

Signed, Sealed and Delivered  
in the Presence of:

ESCAMBIA COUNTY SHERIFF'S OFFICE

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
David Morgan, Sheriff  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gerald E. Champagne  
Attorney for Sheriff's Office

## MEDIATION AGREEMENT

This agreement made this 9th day of March 2018 by and between the parties for the proposed settlement of the legal proceedings captioned *In Re: Sheriff David Morgan*, Case No. SBA-17-003, and the parties hereby agree as follows:

1. The Board of County Commissioners shall agree to do the following in furtherance of a four year pay plan requested by the Sheriff:

a. In the first year, payment of One Million Dollars (\$1,000,000.00) for Fiscal Year 2017/2018 to be paid according to the standard formula commencing in their April disbursement for a six-month period of time. This payment shall completely resolve the Sheriff's budget request for the Fiscal Year 2017/2018.

b. Beginning October 1, 2018 and ending September 30, 2021 for a period of three years, the Sheriff shall be paid a sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00) for two years and a sum of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) for the last year inclusive of all benefits and all raises for the implementation of a pay plan. Each annual payment shall be in addition to the Sheriff's operational budget adopted by the County for the immediate preceding Fiscal Year.

c. Beginning April 1, 2018, the Board will reduce by 50% the remaining budgets for discretionary Outside Agencies funded by the General Fund with the exception of ECC and Pathways for Change. These funds will be used to fund the implementation of the Sheriff's pay plan. In Fiscal Year 2019 through Fiscal Year 2021 funding for Outside Agencies in the General Fund will not exceed \$734,374.00.

d. In addition, the implementation of the pay plan shall be paid by 50% of the Commissioner's Discretionary Fund totaling One Hundred Twenty-Five Thousand

Dollars (\$125,000.00) to be paid annually during the life of the plan to implement the Sheriff's pay plan.

2. The Sheriff shall agree to do the following:

Each quarter, the Sheriff shall pay 50% of the funds received in the Law Enforcement Trust Fund (LETf) to offset school resource officer expenses, where possible. When this is not feasible, the remaining funds of this 50% shall be used to offset other statutorily allowed General Fund expenses.


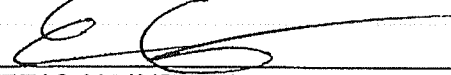
3. This Agreement is contingent upon approval by the Board of County Commissioners. The parties understand that the Board of County Commissioners will have to meet in attorney/client session prior to voting at a public meeting as to the approval of this mediation agreement.

4. The parties agree and understand the terms of the mediation agreement will be memorialized by an interlocal agreement to be approved by the Board of County Commissioners.

5. The parties shall cooperate in the dismissal of the appeal with the Administrative Commission after all parties approve the settlement and execute a mutually agreeable interlocal agreement.

The parties by their hand and seal agree to the terms and conditions set forth above.

FOR ESCAMBIA COUNTY

  
\_\_\_\_\_  
JACK BROWN, COUNTY ADMINISTRATOR  
\_\_\_\_\_  
ALISON P. ROGERS, COUNTY ATTORNEY  
\_\_\_\_\_  
GERALD CHAMPAGNE, GENERAL COUNSEL  
\_\_\_\_\_  
ERIC HAINES, CHIEF DEPUTY SHERIFF