

**AGREEMENT FOR TEMPORARY ASSUMPTION OF LAW ENFORCEMENT
OVERSIGHT AND ASSIGNMENT OF LAW ENFORCEMENT EXECUTIVE**

THIS AGREEMENT is made by and between CHRIS BLAIR, as Sheriff of Marion County, a County Constitutional Officer of the State of Florida (hereinafter referred to as "Sheriff"), and the CITY OF DUNNELLON, a municipality of the State of Florida ("City") located within Marion County.

WHEREAS, the City of Dunnellon is in need of a highly qualified, law enforcement certified individual to assume the responsibilities of the position of the Chief of Police on an interim basis, and wishes the Sheriff to temporarily assume oversight of the City's law enforcement services; and

WHEREAS, the Sheriff is willing to assign one such individual to the City and to oversee the City's law enforcement services; and

WHEREAS, the City and the Sheriff are authorized by s. 163.01(14), the City and the Sheriff are authorized by s. 163.01(14), Florida Statutes, to enter into agreements for the performance of service functions of public agencies;

NOW THEREFORE, in consideration of the keeping the peace for the residents of Dunnellon, the citizens of Marion County, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES:

1. The Sheriff will continue the assignment of Lieutenant Todd Spicher (Spicher) to the City; the City agrees to accept Lt. Spicher and to designate him as Interim Chief of Police.

City of Dunnellon	<i>lw</i> <i>provided to</i> <i>Dawn Bowne</i> <i>this date by</i> <i>Councilman Dellore</i>
DEC 11 2015	
RECEIVED	

2. Spicher will continue to report to the Sheriff and/or his designee for day to day patrol and/or criminal investigative or operational issues, and will be accountable to any City personnel or officials.

3. Spicher will continue to wear his Sheriff's Office issued uniform and drive his Sheriff's Office issued patrol vehicle and will continue to adhere to the Sheriff's Office policy and procedures.

4. Should Spicher find it necessary to discipline officers assigned to his command by the City, discipline shall be solely for conduct which violates City policies and procedures.

5. Upon this Agreement becoming effective, the City will permit the Sheriff to change the lock(s) on the building facility being utilized by the City as the police office headquarters, and the key shall be maintained by Spicher.

6. The City agrees that any currently suspended officers, or officers who may be suspended after the time of this Agreement becomes effective, will be denied access to the Dunnellon and/or Marion County Sheriff's Office Evidence Room(s).

II. TERM AND TERMINATION

This Agreement shall become effective as of the time and date of the last signature, and will terminate ninety (90) days later (excluding the date of signature), unless terminated earlier by either party. Termination may be by mutual agreement, or by one party if the other party is in default of any provision of this Agreement.

III. INSURANCE AND HOLD HARMLESS AGREEMENT

1. The Sheriff will maintain sufficiency professional and workers' compensation insurance. The parties agree that should Spicher become injured at any

time while performing duties as Interim Chief of Police, he will be covered by the Sheriff's worker's compensation carrier.

2. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the Sheriff agrees to hold harmless the City from any and all manner of action and actions, cause and causes of action, lawsuit, trespasses, damages, judgments, executions, claims, liabilities, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of Spicher while in performance of this Agreement, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees both trial and appellate or other costs incurred by the Sheriff, subject to applicable law including Section 768.28, Florida Statutes, and the Sheriff shall immediately indemnify the City for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, both trial and appellate, or liabilities of any kind deriving from the actions and/or conduct of the Sheriff and/or his employees which the City 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 employee or appointee of the Sheriff while in the performance of this Agreement.

3. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the City agrees to hold harmless the Sheriff, individually and in his official capacity, Todd Spicher, individually and in his official capacity, and the Marion County Sheriff's Office, from any and all claims, cause and causes of action, lawsuit, trespasses, damages, judgments, executions, claims, liabilities, and demands of any kind whatsoever, in law or in equity, or liabilities of any

kind deriving from the proper enforcement of City administrative and management decisions made by Spicher as Interim Chief of Police, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees or other costs incurred by the Sheriff, subject to applicable law including section 768.28, Florida Statutes.

4. The Sheriff does not hold harmless or indemnify the City from liability, suits, causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the City, its employees, agents, servants, visitors, and/or any other third parties.

5. To the extent permitted by Florida law and without waiving any statutory and constitutional sovereign immunity protections, the City agrees to hold harmless the Sheriff, individually and in his official capacity, Todd Spicher, individually and in his official capacity, and the Marion County Sheriff's Office, from any and all claims, cause and causes of action, lawsuit, trespasses, damages, judgments, executions, claims, liabilities, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the City while in the performance of this Agreement, and the City shall indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, both trial and appellate, which the Sheriff 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 employees or appointees of the City, whether occurring prior to the date of this Agreement or during the term of this Agreement.

6. The City does not hold harmless or indemnify the Sheriff from liabilities, suits, cause or causes of action, trespasses, damages, judgments, executions, claims, including reasonable attorney's fees both trial and appellate, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Sheriff, and/or his employees, agents, servants, visitors, and/or any other third parties.

IV. CONSIDERATION

The City shall reimburse the Sheriff \$1,217.91 for each bi-weekly (two seven-day periods) that Spicher serves as Interim Chief of Police, which shall be paid no later than three (3) days following receipt by the City of an invoice or time sheet which shall be submitted by the Sheriff to the City for each such pay period. For periods when Spicher serves only a partial week, or bi-week, payment shall be pro-rated. Failure on the part of the City to make timely payment will be cause for immediate termination of this Agreement by the Sheriff.

V. NOTICE

Except as otherwise provided in this Agreement, any notice of termination or default from either party to the other party must be in writing and may be sent by e-mail or by personal delivery with a signed proof of delivery. For purposes of notice, Sheriff's and City representatives are:

Sheriff: Sheriff Chris Blair
Marion County Sheriff's Office
P.O. Box 1987
Ocala, FL 34478
cblair@marionso.com

Copy to: Gregg Jerald, Esquire
Bureau Chief/General Counsel
P.O. Box 1987
Ocala, FL 34478
gjerald@marionso.com

City: Eddie Esch
Dunnellon City Manager

Copy to: Nathan Whitt
Dunnellon Mayor

20750 River Drive
Dunnellon, FL 34431
eesch@dunnellon.org

20750 River Drive
Dunnellon, FL 34431
nwhitt@dunnellon.org

VI. CONSTRUCTION

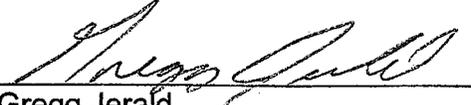
This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement. This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes set forth therein on the date and time set out below:

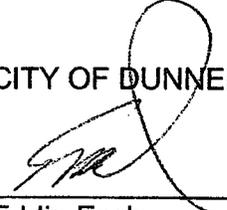
MARION COUNTY SHERIFF


Chris Blair Date
Sheriff

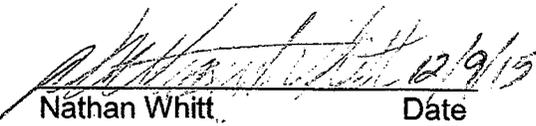
Approved as to Form and Legality:


Gregg Jerald
Bureau Chief and General Counsel

CITY OF DUNNELLON


Eddie Esch Date
City Manager

APPROVAL:


Nathan Whitt Date
Mayor

From: Eddie Esch
Sent: Friday, December 11, 2015 4:28 PM
To: Lynn Wyland
Subject: FW: Agreement for Temporary Assumption of Law Enforcement Oversight/Assignment of Law Enforcement Executive

For files.

Eddie R. Esch, Sr.

City of Dunnellon
City Manager
Ph. (352)465-8590
Fx. (352)465-8598
eesch@dunnellon.org
www.dunnellon.org

From: Sowder, Marguerite [<mailto:msowder@marionso.com>]
Sent: Thursday, December 10, 2015 5:01 PM
To: Eddie Esch; Nathan Whitt
Cc: Jerald, Gregg; LaTorre, Fred; Pistarelli, Dave; Spicher, Todd
Subject: FW: Agreement for Temporary Assumption of Law Enforcement Oversight/Assignment of Law Enforcement Executive

Mr. Esch and Mr. Whitt: Attached is a completed and signed copy of the agreement between Sheriff Blair and the City of Dunnellon re: Temporary Assumption of Law Enforcement Oversight and Assignment of Law Enforcement Executive.

If you should need anything further, please let us know.

Thanks,
Marguerite Sowder
Legal Executive Assistant
Marion County Sheriff's Office
PO Box 1987, Ocala, Florida 34478
Phone: 352-369-6758
Fax: 352-620-7209
msowder@marionso.com

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **CONFIDENTIALITY NOTICE:** This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error please contact the sender (by phone or reply electronic mail).