

**INTERLOCAL AGREEMENT BY AND BETWEEN COLUMBIA COUNTY, FLORIDA  
AND MARK HUNTER, SHERIFF OF COLUMBIA COUNTY, FLORIDA  
IMPLEMENTING PROCEDURES FOR SHERIFF'S ANNUAL BUDGET**

This Agreement is made and entered into by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("COUNTY"), and **MARK HUNTER, SHERIFF OF COLUMBIA COUNTY**, an independent constitutional officer pursuant to the Constitution of the State of Florida ("SHERIFF"):

**RECITALS**

**WHEREAS**, the County, in accordance with requirements of Florida law, establishes an annual budget for funding County operations, including the Columbia County Sheriffs Office and the Columbia County Detention Facility; and

**WHEREAS**, the Sheriff, a duly elected constitutional officer of the State of Florida, serves as the Chief Corrections Officer for Columbia County as designated by the Columbia County Board of County Commissioners; and

**WHEREAS**, the Sheriff, in accordance with Florida law, annually proposes and submits an annual operations budget to the Columbia County Budget Officer for approval by the Columbia County Commission as part of the final General Fund Budget for Columbia County; and

**WHEREAS**, the development of Columbia County and the associated population and commercial growth have placed additional service requirements on the Columbia County Sheriffs Office and on Columbia County as a whole creating a need for a predictable source of annual operations funding necessary for efficient and cost effective use of public monies; and

**WHEREAS**, adequate annual funding of the Sheriff's operations must include resources necessary to address natural disasters requiring declared states of emergency, acts of God, prolonged calls for Sheriffs resources and special investigations such as missing children, barricaded subjects and drownings, extraordinary inmate medical expenses and extraordinary large animal care service expenses; and

**WHEREAS**, the effective and cost efficient use of public monies requires that the public officers such as the Sheriff make every effort to conserve the monies allocated in each annual budget and to receive the benefit of such conservation by retaining all year end budget refunds and actual revenue in excess of budgeted amounts; and

**WHEREAS**, Columbia County intends to insure a professional and highly competent level of law enforcement services to the residents and taxpayers of the County in conjunction with and in harmony with the fiscal policies of sound financial management practices of the County Commission; and

**WHEREAS**, the County and the Sheriff each acknowledge that the historical share of the County's annual budget allocated to the Sheriffs Office and Detention operations totals approximately 37.5 percent of the non-restricted revenues defined in 3.b.ii., following, for the seven (7) fiscal years preceding the Effective Date of this Agreement and that allocating 39 percent of the change, whether positive or negative, in these non-restricted revenues to the Sheriffs Fund in addition to their prior year base budget should allow the Sheriffs Office to meet the demands of additional services associated with population and commercial growth in Columbia County.

**WHEREAS**, the Sheriff and the County understand that there exists an inherent risk involved with governmental revenue sources, and the parties are willing, through this agreement, to share in similar risks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Recitals.** The recitals stated above constitute material and integral parts of this Agreement and are hereby incorporated herein.

2. **Statutory Authority.** This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes (hereinafter referred to as the "Act"), and pursuant to powers granted by law to the County and to the Sheriff.

**3. Agreed Mutual Responsibilities.**

a. Commencing with the fiscal year 2015-2016 beginning October 1, 2015, the Columbia County Board of County Commissioners shall establish, as the exclusive method for funding the annual operations of the Sheriffs Office and the Columbia County Detention Facility, the Sheriffs Office Special Revenue Fund ("Fund").

b. Annual appropriations for the Fund shall consist of the following elements:

i. The total amount of the Sheriffs base budget. The parties acknowledge and agree that the amount of said base budget for fiscal year 2015-2016 is \$12,575,000.00. At no time during the Term of this

Agreement shall the base amount fall below the prior fiscal year base budget. For any future fiscal year beginning with the 2015-2016 fiscal year, the base amount shall be the total of the base amount for the previous fiscal year plus a sum equal to 39 percent of the change, whether positive or negative, in the non-restricted revenues defined in 3.b.ii. for that fiscal year.

ii. In addition to the agreed base sum described above, the Fund shall include a sum equal to 39 percent of the change, whether positive or negative, in each of the following non-restricted revenues received annually by Columbia County from the following agreed sources:

1. Ad valorem taxes.
2. State revenue sharing proceeds.
3. Half cent sales tax including all three (3) components of said tax.
4. Amendment 1 *ad valorem* tax relief proceeds.
5. Small county surtax proceeds as authorized by *F.S. 212.055*.

iii. The parties acknowledge and agree that for the 2015-2016 fiscal year and for each subsequent fiscal year the parties shall calculate the additional sums generated for non-restricted revenues by taking the funds generated in each of the five (5) non-restricted revenue categories

described above for the immediately preceding fiscal year, determining the amount of any change in the revenue received for that category and allocating 39 percent of such change, whether positive or negative, in each category to the Fund.

iv. In further addition to the agreed base sum described above, the Fund shall include a sum equal to 100 percent of the revenues from the following described sources:

1. Third party contracts, including, but not limited to, the School Resource Deputy Agreement with the Columbia County School District.

2. Revenues generated by the Sheriffs Office, including, but not limited to, civil process fees as provided by *F.S. 30.231*, fingerprint fees and surplus property disposal proceeds.

3. Interest on Sheriffs Office banking accounts.

v. After a declared state of emergency, the Sheriff may submit a project worksheet to the County for reimbursement of extraordinary expenditures. The County will reimburse the Sheriff for expected eligible expenditures, excluding any required match, from the General Fund of the County. Grant reimbursements from Federal and/or State agencies will be deposited in the General Fund of the County. Any expenditure determined

to be non-eligible by Federal and/or State agencies shall be reimbursed to the County from the Sheriff.

- vi. Nothing herein shall preclude the Sheriff from requesting additional funding should any other exigent circumstances arise.
- vii. The Sheriff and County understand and agree that there exists an unfunded liability for accrued payroll expenses. The Sheriff and County also agree that these liabilities may sometimes be funded through various cost savings within the Sheriffs personal services budget. However, if in any given year the liability exceeds the costs savings within the Sheriffs personal services budget, the Sheriff may request additional funding from the County to fund this liability.
- viii. The parties acknowledge the Florida Statutes require that five (5) percent of anticipated County revenues be reserved and not be appropriated or budgeted for recurring costs. The parties expressly agree that satisfying this statutory reserve requirement shall be accomplished by inclusion of the reserve in the General Fund Budget of the County Commission and not in the Sheriffs Office Special Revenue Fund. All budgeted appropriations made pursuant to this Agreement shall be

treated as a transfer out of the County's General Fund and a transfer into the Sheriffs Fund,

- ix. During the fiscal year 2015-2016, the County Commission, in addition to the funding resources described above, shall deposit into the Sheriffs Fund the sum of \$1,300,000 as a reserve account maintained within the Sheriffs Fund. Subject to reasonable procedures and restrictions negotiated by and accepted by the parties, the Sheriff may use said reserve account funds as the Sheriff shall, at his discretion, deem appropriate. The parties agree that the \$1,300,000 deposited in the fiscal year 2015-2016 shall include all funds now designated in Columbia County's General Reserve Fund for the "CCSO Crime Scene Building."
- c. The Sheriff shall retain in the Sheriffs Fund, as reserves and in addition to the funding resources described above, all year end budget refunds and actual non-restricted revenues collected by the County in excess of budgeted amounts. The Sheriff may appropriate such reserves for capital outlay and other expenditures based on budget amendment requests to the Board of County Commissioners.
- d. The Sheriff shall prepare annually the Sheriffs Fund Budget as provided by law and shall submit same in a timely manner to the County Budget Officer. The Budget Officer shall review the

Fund Budget as to form and shall include the Fund Budget as the initial proposed budget of the Sheriffs Office Special Revenue Fund. Once actual projected revenues are known, the Sheriff shall then submit an amended budget to the County Budget Officer reflecting and including the 39 percent adjustments described above. The Budget Officer shall include the amended Sheriffs Fund Budget in the final floor General Fund Budget submitted to the County Commission for approval.

4. **County Detention Services.** The parties agree that local elected Sheriffs best provide county detention services and that local Board of County Commissions best provide for detention facilities. As such, the parties agree that the Sheriff shall remain the Chief Correctional Officer as designated by the Board of County Commissioners for the term of this Agreement and that the Board of County Commissioners shall remain fully responsible for the detention facilities.
5. **Term.** The Term of this Agreement shall commence on the Effective Date and shall continue through the entirety of the current Sheriffs term of office and any subsequent term.
6. **Effective Date.** The Effective Date of this Agreement shall be the date of approval of the Agreement by the Columbia County Commission or the date of execution of the Agreement by the Sheriff, whichever is later.
7. **Modification.** This Agreement may not be modified except by written amendment approved and executed by both parties.



8. **Severability.** If any terms or provisions of this Agreement should be deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, to the maximum degree possible, shall be deemed severable and shall be given full force and effect.
9. **Termination.** Either party may terminate this Agreement for convenience and without cause prior to the conclusion of the Term by written notice from the party seeking termination to the other party. In order to ensure time for adequate budgeting strategies, written notice of intent to terminate must be presented, by either party, no later than April 1st.
10. **Dispute Resolution.** Adjudication of any disputes arising out of the interpretation or enforcement of this Agreement shall occur in a court of competent jurisdiction located in Columbia County, Florida. Prior to seeking judicial resolution, the parties shall attempt to resolve the dispute through mediation conducted in accordance with applicable Florida law. Each party shall bear their or his own costs for any mediation or litigation, including attorney's fees.
11. **Rights and Immunities.** Nothing in this Agreement shall be construed as waiving or diminishing any constitutional or statutory right or immunity possessed by either party.
12. **No Waiver.** The decision by either party not to seek enforcement of any term or provision of this Agreement shall not be considered a waiver of the right to enforce such term or provision in the future.

**13. Integrated Final Agreement.** This Agreement embodies and includes the final understandings and terms as agreed by the parties and supersedes all previous and contemporaneous understandings and agreements, whether written or oral.

**14. Certified Copy Filed.** A certified copy of this Agreement shall be filed with the Clerk of the Circuit Court of Columbia County, Florida, as required by statute.

**IN WITNESS WHEREOF,** the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

ATTEST:

\_\_\_\_\_  
Clerk of Court  
Columbia County, Florida

(SEAL)

**BOARD OF COUNTY COMMISSIONERS  
OF COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Russell S. DePratter, Chairman

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

**MARK HUNTER, SHERIFF  
OF COLUMBIA COUNTY, FLORIDA**

\_\_\_\_\_

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