

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made this 2nd day of March, 2009.

between the INDIAN RIVER COUNTY SHERIFF; the MARTIN COUNTY SHERIFF; the OKEECHOBEE COUNTY SHERIFF; the ST. LUCIE COUNTY SHERIFF; the CITY OF FELLSMERE, a Florida municipal corporation, the CITY OF FORT PIERCE, a Florida municipal corporation; the TOWN OF INDIAN RIVER SHORES, a Florida municipal corporation; the CITY OF OKEECHOBEE, a Florida municipal corporation; the CITY OF PORT ST. LUCIE, a Florida municipal corporation; the CITY OF SEBASTIAN, a Florida municipal corporation; the TOWN OF SEWALL'S POINT, a Florida municipal corporation; the CITY OF STUART, a Florida municipal corporation; and the CITY OF VERO BEACH, a Florida municipal corporation.

WHEREAS, Section 163.01, Florida Statutes, provides that local government units and independent constitutional officers may cooperate by agreement to provide necessary and essential public services, and

WHEREAS, the Indian River Crime Laboratory, hereinafter called "Crime Lab" provides assistance to law enforcement agencies operating within the circuit; and,

WHEREAS, for a number of years the parties have coordinated the funding, administration and management of the Crime Lab; and,

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3318092 03/05/2009 at 01:18 PM
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WHEREAS, the parties desire to formally create the Indian River Crime Laboratory Advisory Council (the "Crime Lab Council") and establish its responsibilities with regard to the Crime Lab;

WHEREAS, the parties further desire to transfer the responsibility for administration and management of the Crime Lab to the St. Lucie County Sheriff, who agrees to assume those responsibilities.

NOW, THEREFORE, IN CONSIDERATION of their mutual covenants and promises, the parties agree as follows:

1. GENERAL

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act.

2. CREATION OF COUNCIL

Pursuant to Section 163.01, Florida Statutes, the parties hereby create and establish the Indian River Crime Laboratory Advisory Council (the "Crime Lab Council") composed of the following agencies authorized to vote on matters relating to the operation of the Crime Lab:

**St. Lucie County Sheriff's Office
Indian River County Sheriff's Office
Martin County Sheriff's Office
Okeechobee County Sheriff's Office
Vero Beach Police Department
Fort Pierce Police Department
Sebastian Police Department
Sewall's Point Police Department**

Port St. Lucie Police Department
Indian River Shores Public Safety Department
Okeechobee Police Department.
Stuart Police Department
Fellsmere Police Department

It is the parties' express intent that the Crime Lab Council shall have sovereign immunity pursuant to the provisions of Section 768.28, Florida Statutes.

3. COUNCIL RESPONSIBILITIES

The Crime Lab Council and contributions from the State of Florida shall fund the Crime Lab. The Council members will make contributions to the Crime Lab based on the population of the member agency's jurisdiction and number of submissions. The formula used will be determined by a simple majority vote of the contributing Council members. The Crime Lab Council will meet semi-annually. The first meeting will be to review and approve the proposed budget. A second meeting will be held to review the activities of the Crime Lab and receive a briefing by the St. Lucie County Sheriff about the budget status and other pertinent issues facing the Crime Lab and/or its personnel.

The Crime Lab Council will have total discretion over expenditures. Upon approval of these budget expenditures, it will be the responsibility of the St. Lucie County Sheriff to manage these funds and make them available to the Crime Lab for operational and capital expenses.

4. ST. LUCIE COUNTY SHERIFF RESPONSIBILITIES

The parties acknowledge that the St. Lucie County Sheriff shall administer and manage the day to day operations of the Crime Lab. The St. Lucie County Sheriff shall also manage the finances of the Crime Lab which shall include the preparation of a draft budget for submission to the funding agencies each fiscal year. The St. Lucie County Sheriff shall arrange for an independent audit of the Crime Lab. During the term of this Agreement, all employees of the Crime Lab shall be deemed to be employees of the St. Lucie County Sheriff.

5. TERM

The term of this agreement shall begin on the date first above written and shall continue until terminated as set forth in Paragraph 7.

6. INDEMNITY

Subject to the provisions of Section 768.28, Florida Statutes, each of the parties individually agrees to indemnify and hold the St. Lucie County Sheriff harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any of their respective employees while acting within the scope of his office or employment under circumstances in which the party, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

Subject to the provisions of Section 768.28, Florida Statutes, the St. Lucie County Sheriff agrees to indemnify and hold the other parties harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of the St. Lucie County Sheriff or any employee of the St. Lucie County Sheriff while acting within the scope of his office or employment under circumstances in which the St. Lucie County Sheriff, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

7. TERMINATION

Any of the parties may terminate its participation in the Council and responsibilities under this Agreement upon written notice to the other parties on or before June 1st. Such termination shall be effective on October 1st of the year in which the notice is given. All responsibilities and obligations of the party under this Agreement shall terminate at that time.

8. WHOLE AGREEMENT

This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

9. AMENDMENTS

The Agreement may only be amended by a written document signed by all parties and filed with the Clerks of the Circuit Court of Indian River, Martin, Okeechobee, and St. Lucie Counties, Florida.

10. NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to St. Lucie County Sheriff:

St. Lucie County Sheriff
4700 West Midway Road
Fort Pierce, Florida 34950-5652

If to Martin County Sheriff:

Martin County Sheriff
800 SE Monterey Road
Stuart, Florida 34994

If to City of Fellsmere:

City Manager
21 S. Cypress Street
Fellsmere, Florida 32948

If to Town of Indian River Shores:

Town Manager
6001 N. A-1-A
Indian River Shores, Florida 32963

If to Indian River County Sheriff:

Indian River County Sheriff
4055 41st Avenue
Vero Beach, Florida 32960-1808

If to Okeechobee County Sheriff:

Okeechobee County Sheriff
504 NW Fourth Street
Okeechobee, Florida 34972

If to City of Fort Pierce:

City Manager
P.O. Box 1480
Fort Pierce, Florida 34954

If to City of Okeechobee:

City Manager
55 SE 3rd Avenue
Okeechobee, Florida 34974

If to City of Port St. Lucie:

City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

If to Town of Sewall's Point:

Town Manager
1 S. Sewall's Point Road
Sewall's Point, Florida 34996

If to City of Sebastian:

City Manager
~~P.O. Box 780127~~ 1225 Main St.
Sebastian, Florida ~~32978~~ 32958

If to City of Stuart:

City Manager
121 SW Flagler Avenue
Stuart, Florida 34994

If to City of Vero Beach:

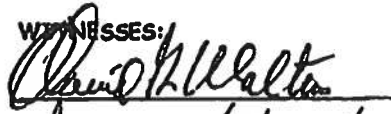
City Manager
P.O. Box 1389
Vero Beach, Florida 32961

11. FILING

This Agreement shall be filed with the Clerks of the Circuit Court of Indian River, Martin, Okeechobee, and St. Lucie Counties, Florida, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below written.

WITNESSES:




ST. LUCIE COUNTY SHERIFF

By: 

Date: May 1, 2003

WITNESSES:

Mary Ellen Jones
Donna K. LeBlanc

INDIAN RIVER COUNTY SHERIFF

By: Raymond
Date: 5/5/03

WITNESSES:

Lois W. Gray
Shirley N. Prister

MARTIN COUNTY SHERIFF

By: W. L. Prister, Sheriff
Date: April 29, 2003

WITNESSES:

Donna K. LeBlanc
Monica M. Munkham

OKEECHOBEE COUNTY SHERIFF

By: D. S. Paulman
Date: 5-2-03

ATTEST:

Harold C. George
Clerk

TOWN OF FELLSMERE

By: Robert Baker
Mayor
Date: 8/4/03

Approved as to Form and Correctness:

By: Wanda J. Hill
Town Attorney
8/17

ATTEST:

Camandra Steele
Clerk

CITY OF FORT PIERCE

By: [Signature]
Mayor

Date: Nov 7 2005

Approved as to Form and Correctness:

By: [Signature]
City Attorney

ATTEST:

Barbara A. Readdy
Clerk

TOWN OF INDIAN RIVER SHORES

By: Thomas W. Cadden
Mayor

Date: 07/07/03

Approved as to Form and Correctness:

By: [Signature]
Town Attorney

ATTEST:

Lore Hamrick
Clerk

CITY OF GREECHOBEE

By: [Signature]
Mayor

Date: 5/4/04

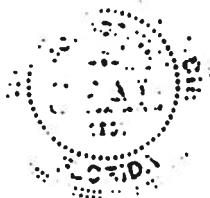
Approved as to Form and Correctness:

By: [Signature]
City Attorney

Approved with the deletion of Paragraph 6.

ATTEST:

Fawn A. Phillips
Clerk



ATTEST:

Paul Bomar
Clerk

ATTEST:

Sally A. M.
Clerk

CITY OF PORT ST. LUCIE

By: [Signature]

Mayor

Date: November 26, 2008

Approved as to Form and Correctness:

By: [Signature]

City Attorney

TOWN OF SEWALL'S POINT

By: [Signature]

Mayor

Date: 6/13/03

Approved as to Form and Correctness:

By: [Signature]

Town Attorney

CITY OF SEBASTIAN

By: Walter W. Bann

Mayor

Date: 8.7.03

Approved as to Form and Correctness:

By: [Signature]

City Attorney

ATTEST:
Paul White
Clerk

CITY OF STUART
By: [Signature]
Mayor
Date: 6/11/03
Approved as to Form and Correctness:
By: Charles Coffey
City Attorney

ATTEST:
Johnny K. Wood
Clerk

CITY OF VERO BEACH
By: [Signature]
Mayor
Date: 7/9/03
Approved as to Form and Correctness:
By: [Signature]
City Attorney

IN WITNESS WHEREOF, I have executed this agreement, specifically, Interlocal Agreement and First Addendum - Indian River Crime Laboratory, on this 24th day of July, 2009.

[Signature]
DERYL LOAR
SHERIFF
INDIAN RIVER COUNTY SHERIFF'S OFFICE

DATE: 7/24/09

WITNESSES:

Mary Ellen Jones
Larry Ann Schmitt

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A
TRUE AND CORRECT COPY OF THE
ORIGINAL

JOSEPH SMITH, CLERK

By: *[Signature]*
Date: 12/22/10

