

**INTER-AGENCY AGREEMENT**

**THIS INTER-AGENCY AGREEMENT**, made and entered into as of the last date of execution by the parties-hereto, is made by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as "Leon County"), and Larry Campbell, as Sheriff of Leon County, Florida, a Constitutional County Officer of the State of Florida, for the LEON COUNTY SHERIFF'S OFFICE, located at 2825 Municipal Way, Tallahassee, Florida 32304 (hereinafter referred to as the "Sheriff"), collectively known as "the parties".

**WHEREAS**, the Sheriff has jointly used with the Tallahassee Police Department the Tallahassee Police Department K-9 Training Facility at Tom Brown Park; and,

**WHEREAS**, the Sheriff no longer uses the Tallahassee Police Department K-9 Training Facility at Tom Brown Park; and,

**WHEREAS**, The State of Florida owns certain real property known as the J. R. Alford Greenway (hereinafter referred to as the "Greenway") which is located in Leon County, Florida; and leases the Greenway to the Department of Environmental Protection's Office of Greenways and Trails (hereinafter referred to as the "OGT"),

**WHEREAS**, Leon County subleases the Greenway from OGT pursuant to a Sublease Agreement dated April 4, 2001; and,

**WHEREAS**, Leon County, through its Department of Public Works, manages the Greenway; and,

**WHEREAS**, the Sheriff desires to utilize a portion of the Greenway known as Field #2 as a police dog (K-9) training facility and range; and,

**WHEREAS**, the parties desire to enter into this Inter-Agency Agreement whereby the Sheriff may construct, maintain and utilize a portion of Field #2 as a police dog (K-9) training facility and range; and,

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual covenants, representations and obligations herein contained, the parties hereto agree as follows:

1. The Sheriff shall be allowed to use Field #2 of the Greenway as a police dog K-9 training facility and range.

**Description of Greenway or Premises**

2. Field #2 consists of approximately twenty (20) acres of cleared land and that initially the K-9 facility/range will consist of approximately three (3) acres in the southwest corner (hereinafter referred to as the "Site"). The Site will be dedicated to the purpose of K-9 training and will not be used for housing. Leon County will maintain the remaining 17 acres of Field #2 and the Greenway, and that all costs associated with such maintenance shall be the responsibility of Leon County.

Proposed Construction of Facility

3. The Sheriff may construct a K-9 training facility and range on the Site which may consist of, but not be limited to, the following:

- 3.1 A fenced arena (300 x 240 dimensions, approximately).
- 3.2 Lighting for the arena, which shall be used primarily during training exercises.
- 3.3 Portable obstacles located within the arena consistent with use for K-9 training exercises.
- 3.4 A separate building (12 x 24 dimensions) shall be located next to the arena and shall be constructed and utilized for storage and classroom instruction. Said building shall be constructed and designed to maintain the esthetic setting of the Greenway.
- 3.5 All water, sewer and electrical lines shall be placed underground to maintain the esthetic setting of the Greenway.

Sheriff may Sub-contract construction with prior approval

4. The Sheriff may, at his sole discretion, construct and maintain the training facility and range or hire a subcontractor to perform such services.

Insurance required for Subcontractors

5. In the event the parties subcontract any part of or all of the work hereunder to any third party, the contracting party shall require each and every subcontractor to identify the other parties as an additional insured on all insurance policies as required under the subcontract. Any contract awarded by the parties for work under this Agreement shall include a provision whereby the contracting party's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the other parties harmless from all damages arising in connection with the contracting party's subcontract.

Prior Approval by DEP and Leon County

6. The site design and layout shall be approved by OGT and Leon County (Parks and Recreation Division) prior to any construction on the Site, including but not limited to obtaining building and environmental permits and site plans.

Local, State and Federal Regulations

7. The Sheriff shall use construction materials and methods pursuant to the requirements of Leon County which meet all local, state, and federal building code requirements. The Sheriff shall also obtain and pay for all necessary federal, state, and/or local permits or approvals in advance of any such construction.

Access

8. The Sheriff, or his subcontractor, shall have access to the Site in order to perform construction and to maintain the Site.

Maintenance

9. The Sheriff shall maintain the Site in accordance with the standard maintenance procedures required by the Leon County Parks and Recreation Division, to include but is not limited to, regular cleaning; removing all trash from litter or trash receptacles on or about the immediate premises; maintenance of the turf area and parking area; and making cosmetic repairs to the building including painting, replacement of broken glass in any window and normal maintenance required to preserve the usable condition of the Site.

The Sheriff's Costs

10. All costs related to the construction, maintenance and use of the Site shall be the responsibility of the Sheriff unless otherwise agreed to by the parties.

Sheriff shall not remit Lease

11. There will be no lease fees or other such use costs associated with the Sheriff's use of the Site.

Right of Use

12. The Sheriff and his employees shall have the right of unrestricted ingress and egress to, from and upon the premises for all purposes necessary to exercise the rights conveyed herein.

Term

13. The term of this Agreement shall commence on the last date of execution by the parties hereto, and end on December 31, 2012 with an automatic five (5) year renewal. The parties shall provide written notification and acknowledgement of such renewal within ninety (90) days prior to the renewal date.

Termination

14. Either party may terminate this Agreement for cause by providing each party a thirty (30) day written notification of the intent to terminate. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

Ownership upon Termination

15. Upon termination of this Agreement, the Sheriff shall own any and all fixtures placed on the Site by the Sheriff, and the Sheriff shall promptly remove all such fixtures upon termination, at his sole cost and expense. The Site shall be returned to its original state. "Original state" shall mean demolition of all structures, arenas and buildings including obtaining the required application and permit for a demolition permit. Re-sod any bare land with grass seedlings.

Indemnification

16. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

Availability of Funds

17. Performance of either party of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

Entire Agreement

18. This Agreement constitutes the entire agreement and is intended as a complete and exclusive statement of the promises and agreements that have been made in connection with the subject made hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

Waiver

19. A waiver by any party to this Agreement of a breach or violation of any provision of this Agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Attorney's Fees

20. In the event any party to this Agreement incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party in any arbitration or legal proceeding hereunder shall be entitled to recover the costs such action so incurred, including, without limitation, reasonable attorney's fees.

Right of Inspection

21. The OGT and Leon County or their designated agents, representatives or employees shall have the right to inspect the Training Facility, including its related structures in any matter pertaining to this Agreement.

Severance

22. In the event any provision of this Agreement is held to be unenforceable or void, in whole or in part, the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect.

Notices

23. Any notices required under this Agreement for the Sheriff shall be to the Leon County Sheriff's Office, Post Office Box 727, Tallahassee, Florida 32302-0727, Attention: Major Scott Bakotic, Chief Administrative Officer. Any notices required under this Agreement for OGT and/or Leon County shall be to the Director of Public Works, 2280 Miccosukee Road, Tallahassee, Florida 32317. All notices, including address changes, required to be given pursuant to this Agreement shall be provided by mail, certified or registered, and return receipt requested to addresses provided above.

Resolving Disputes

24. Should a dispute arise concerning any term or condition contained within this Agreement, and if the matter cannot be resolved by staff, then it will be referred to the County Administrator and the Sheriff for resolution.

Enforcement

25. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida and venue of any litigation shall be had in Leon County, Florida, in the court of proper jurisdiction.

Amendments

26. This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed on behalf of all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this Agreement to be executed at Tallahassee, Leon County, Florida.

**LEON COUNTY, FLORIDA**

BY: \_\_\_\_\_  
C.E. DePuy, Jr., Chairman  
Board of County Commissioners

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

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

(Seal)

APPROVED AS TO FORM  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

**LEON COUNTY SHERIFF'S OFFICE**

BY: \_\_\_\_\_  
Larry Campbell, Sheriff

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

**LEON COUNTY SHERIFF COUNSEL**

BY: \_\_\_\_\_  
Major Alan Griner, Esq.,  
General Counsel, Leon County Sheriff's Office

This agreement was approved by the Florida Department of Environmental Protection's Office of Greenways and Trails on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS**

By: \_\_\_\_\_  
Jena B. Brooks, Director