

**INTERLOCAL AGREEMENT
FOR
STATE ATTORNEY SERVICES**

THIS INTERLOCAL AGREEMENT, entered into this 15th day of December, 2004, (the "Effective Date") by and between the **CITY OF NAPLES**, a municipal corporation of the State of Florida, 735 Eighth Street South, Naples, Florida 34102, (hereinafter referred to as "CITY") and **STEPHEN B. RUSSELL**, as **STATE ATTORNEY FOR THE TWENTIETH JUDICIAL CIRCUIT OF FLORIDA**, (hereinafter referred to as "ATTORNEY"), who has offices located at 1700 Monroe Street, Fort Myers, Florida 33901, shall set out the terms and conditions under which ATTORNEY will perform the services of a municipal prosecutor for the CITY.

WHEREAS, the ATTORNEY is authorized to prosecute, among other violations of law, municipal ordinance violations under the authority of the State of Florida; and

WHEREAS, Florida law requires the ATTORNEY prosecuting violations of municipal ordinances, punishable by incarceration and not ancillary to a state charge, to contract with cities to recover the full cost of services rendered on an hourly basis; and

WHEREAS, the CITY desires to contract with ATTORNEY to prosecute the CITY'S municipal ordinances that are

punishable by incarceration and are not ancillary to a state charge;

NOW, THEREFORE, the CITY and ATTORNEY agree as follows:

SECTION 1. TERM

This Agreement shall take effect on the Effective Date set forth above and shall continue through November 30, 2005. Thereafter, this Agreement shall continue under the terms and conditions set forth herein on a year to year basis unless otherwise terminated by either party pursuant to Section 6 of this Agreement.

SECTION 2. SCOPE OF SERVICES

ATTORNEY agrees to act as the municipal prosecutor at the county and circuit court level for municipal ordinances that are punishable by incarceration, and not ancillary to a state charge, in such Courts of the Twentieth Judicial Circuit Court for Collier County, Florida. It is understood that ATTORNEY will continue to prosecute other municipal ordinances of the CITY that are ancillary to a state charge under his regular duties as State Attorney.

SECTION 3. ATTORNEY'S FEES

ATTORNEY'S legal fees will be reimbursed on an hourly basis for services rendered at the statutory rate of \$50 per case. Such services shall include intake, discovery,

pre-trial, trial and case disposition of violations of municipal ordinances punishable by incarceration and not ancillary to State prosecution. Such services shall not include appeals or constitutional challenges to municipal ordinances. ATTORNEY shall invoice CITY for all services provided and payment shall be made within thirty (30) days and delivered to ATTORNEY drawn to Justice Administrative Commission for deposit into the Grants and Donations Trust Fund for appropriation by the legislature.

SECTION 4. INDEPENDENT CONTRACTOR

In the performance of this Agreement, the ATTORNEY will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the CITY. The ATTORNEY shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the ATTORNEY in the full performance of this Agreement.

SECTION 5. EXPENSES

The CITY shall be responsible for all filing fees and costs assessments provided for by statute. ATTORNEY shall seek reimbursement from the CITY to the maximum extent provided by law for such period, by filing invoices with the City Manager, who will remit payment within thirty (30) days after receipt of invoice. The ATTORNEY shall be

responsible for all other expenses associated with the prosecution of such cases.

SECTION 6. TERMINATION

Either party to this Agreement may terminate the Agreement upon ninety (90) days' prior written notice to the other party at the address set forth in the first paragraph of this Agreement. In the event that the CITY terminates the Agreement, ATTORNEY shall invoice the CITY for all services and costs rendered by ATTORNEY on behalf of the CITY through the date of termination, and shall further be authorized to conclude any and all pending municipal ordinance prosecutions in effect on the date of termination and shall invoice the CITY for all services necessary to conclude such pending cases, and the CITY shall pay such invoice within thirty (30) days of receipt of such invoice.

SECTION 7. ENTIRE AGREEMENT

This Agreement constitutes the entire AGREEMENT between the CITY and ATTORNEY. Any modifications, amendments or alterations shall be in writing and executed by both parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT
this ____ day of _____, 2004.

STATE ATTORNEY'S OFFICE

CITY OF NAPLES

By: _____
Stephen B. Russell,
State Attorney

By: _____
Bill Barnett, Mayor

ATTEST:

Tara A. Norman, City Clerk

APPROVED AS TO FORM AND
LEGALITY

By: _____
Robert D. Pritt, City Attorney