

MEDIATION AGREEMENT

This agreement made this 9th day of March 2018 by and between the parties for the proposed settlement of the legal proceedings captioned *In Re: Sheriff David Morgan*, Case No. SBA-17-003, and the parties hereby agree as follows:

1. The Board of County Commissioners shall agree to do the following in furtherance of a four year pay plan requested by the Sheriff:

a. In the first year, payment of One Million Dollars (\$1,000,000.00) for Fiscal Year 2017/2018 to be paid according to the standard formula commencing in their April disbursement for a six-month period of time. This payment shall completely resolve the Sheriff's budget request for the Fiscal Year 2017/2018.

b. Beginning October 1, 2018 and ending September 30, 2021 for a period of three years, the Sheriff shall be paid a sum of Two Million Six Hundred Thousand Dollars (\$2,600,000.00) for two years and a sum of Two Million Nine Hundred Thousand Dollars (\$2,900,000.00) for the last year inclusive of all benefits and all raises for the implementation of a pay plan. Each annual payment shall be in addition to the Sheriff's operational budget adopted by the County for the immediate preceding Fiscal Year.

c. Beginning April 1, 2018, the Board will reduce by 50% the remaining budgets for discretionary Outside Agencies funded by the General Fund with the exception of ECC and Pathways for Change. These funds will be used to fund the implementation of the Sheriff's pay plan. In Fiscal Year 2019 through Fiscal Year 2021 funding for Outside Agencies in the General Fund will not exceed \$734,374.00.

d. In addition, the implementation of the pay plan shall be paid by 50% of the Commissioner's Discretionary Fund totaling One Hundred Twenty-Five Thousand

Dollars (\$125,000.00) to be paid annually during the life of the plan to implement the Sheriff's pay plan.

2. The Sheriff shall agree to do the following:

Each quarter, the Sheriff shall pay 50% of the funds received in the Law Enforcement Trust Fund (LETf) to offset school resource officer expenses, where possible. When this is not feasible, the remaining funds of this 50% shall be used to offset other statutorily allowed General Fund expenses.

3. This Agreement is contingent upon approval by the Board of County Commissioners. The parties understand that the Board of County Commissioners will have to meet in attorney/client session prior to voting at a public meeting as to the approval of this mediation agreement.

4. The parties agree and understand the terms of the mediation agreement will be memorialized by an interlocal agreement to be approved by the Board of County Commissioners.

5. The parties shall cooperate in the dismissal of the appeal with the Administrative Commission after all parties approve the settlement and execute a mutually agreeable interlocal agreement.

The parties by their hand and seal agree to the terms and conditions set forth above.

FOR ESCAMBIA COUNTY



JACK BROWN, COUNTY ADMINISTRATOR

ALISON P. ROGERS, COUNTY ATTORNEY

GERALD CHAMPAGNE, GENERAL COUNSEL

ERIC HAINES, CHIEF DEPUTY SHERIFF

Outside Agencies

Outside Agencies	Allocation	Remaining	Draft
ACTS	20,000.00	12,538.85	
BRACE	81,250.00	50,967.07	
Council on Aging	41,000.00	26,873.30	
School Readiness Coalition	238,875.00	179,156.25	
United Way/211	25,000.00	0.00	
Jr. Achievement of NWFL	20,000.00	6,393.07	
Klaas Kids Foundation	1,850.00	1,850.00	
Pensacola Caring Hearts	13,000.00	2,361.05	
Chain Reaction	19,000.00	0.00	
United Way	90,725.00	90,725.00	
Unity in the Family	50,000.00	40,723.19	
Veteran's Memorial Park	10,000.00	0.00	
Wildlife Sanctuary	35,000.00	30,880.46	
PEDC	550,000.00	275,000.00	
Century Economic Development Initiative	55,000.00	55,000.00	
GCAAC	50,000.00	21,743.49	
Total	\$1,300,700.00	\$794,211.73	