

CHANGE ORDER NO. 10

PROJECT: DEP SRF I/I Correction (Sewer Rehabilitation)

DATE OF ISSUANCE: May 17, 2021 EFFECTIVE DATE: June 8, 2021

OWNER: Town of White Springs, Florida OWNER CONTRACT NO.: WW229041 / SG229042

CONTRACTOR: Art Walker Construction, Inc.

ENGINEER: Mittauer & Associates, Inc. ENGINEER'S PROJECT NO.: 1001-07-1

You are directed to make the following changes in the Contract Documents.

Description: Remove concrete/cement deposits and a Windstream conduit from existing gravity sewer pipes in various locations within FDOT R/W using specialized equipment

Reason for Change Order: Concrete/cement deposits and conduit must be removed to allow for CIPP lining of existing gravity sewer lines. Use of traditional mechanical chain cutter ineffective and/or may result in damage to FDOT R/W. FDOT will not allow for traditional excavated point repair within US-41 roadway.

Attachments (list documents supporting change): Contractor's Change Order Request No. 10 dated May 13, 2021 and CCTV photos identifying concrete/cement deposits and Windstream conduit

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>3,601,622.00</u>	Original Contract Times Substantial Completion: <u>330</u> Ready for final payment: <u>365</u> days
Net changes from previous Change Orders No. <u>0</u> to No. <u>9</u> \$ <u>64,591.06</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>9</u> <u>116</u> days
Contract Price prior to this Change Order \$ <u>3,666,213.06</u>	Contract Times prior to this Change Order Substantial Completion: <u>452</u> Ready for final payment: <u>487</u> days
Net Increase (Decrease) of this Change Order \$ <u>19,930.00</u>	Net Increase (Decrease) of this Change Order <u>4</u> days
Contract Price with all approved Change Orders \$ <u>3,686,143.06</u>	Contract Times with all approved Change Orders Substantial Completion: <u>456</u> Ready for final payment: <u>491</u> days

APPROVED:

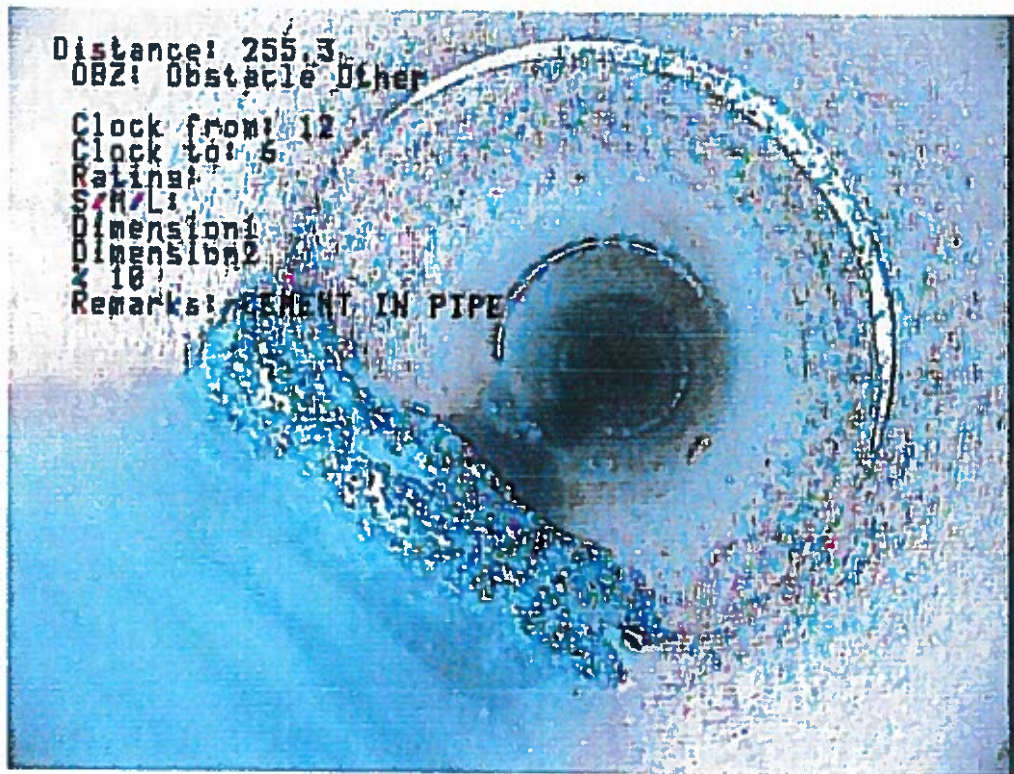
By: [Signature]
Owner (Authorized Signature)

Date: June 8th 2021

ACCEPTED:

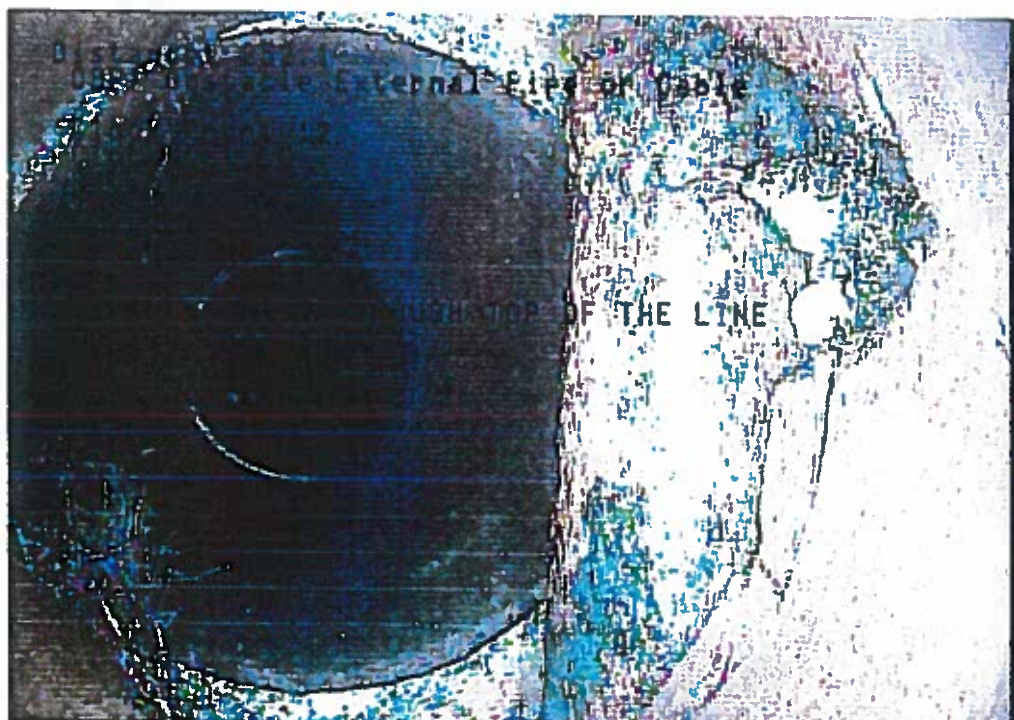
By: [Signature]
Contractor (Authorized Signature)

Date: 5/17/21



Concrete

Conduit





Art Walker Construction, Inc.

P.O. Box 267 Lowell FL 32663
Phone: 352-629-1466
Email: office@artwalkerconstruction.com

5/13/2021

Mittauer & Associates, Inc.
Attn: Kellen Lindsey, P.E.
580-1 Wells Road
Orange Park, FL 32073

RE: DEP SRF Sewer Rehab (Town of White Springs)
Change Order Request No. 10

We hereby propose the following prices:

Item No.	Item Description	Quantity	UM	Unit Price	Ext. Amount
1	Mobilization	1	LS	\$ 2,737.50	\$ 2,737.50
2	Temporary Traffic Control	1	LS	\$ 1,380.00	\$ 1,380.00
3	Bypass/Flow control	1	LS	\$ 4,600.00	\$ 4,600.00
4	Concrete Removal at Joints (Quantity Estimated)	12	EA	\$ 862.50	\$ 10,350.00
5	Protruding Conflict Removal (Pipe)	1	EA	\$ 862.50	\$ 862.50
				Total:	\$ 19,930.00

Total Change Order Request:	\$ 19,930.00
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Notes:

- 1 An additional four (4) days must be added to the contract in order to complete proposed work.
- 2 Atlantic Pipe Services indicated they are 4-5 weeks out from date of scheduling.

Tim Walker

Tim Walker

Art Walker Construction, Inc.
tim.walker@artwalkerconstruction.com

Mittauer & Associates, Inc.



ATLANTIC PIPE SERVICES

1420 Martin Luther King Jr Blvd.
Sanford, Florida 32771
P: (407) 792-1360
atlanticpipe.us

Florida's Commercial Pipeline Cleaning, Inspection and Rehab Special

PROPOSAL# C0421-0018

Proposal Submitted To: Art Walker Construction, Inc.	Phone: 352-629-1466	Date: 4/29/2021
Street: 2889 NW 63rd St	Job Name: White Springs DEP SRF Sewer Rehabilitation	
City, State, Zip: Ocala, FL 34475	Job Location: White Springs, Florida 32096	
Attn: Sean S. Walker, Administrative Assistant	E-Mail: Sean@artwalkerconstruction.com	

Scope of Work: Furnish CCTV/Cut truck to remove deposit build up and protruding pipe.

Atlantic Pipe Services will supply all equipment, materials and labor to perform work as follows:

Item No.	Description	Quantity	UOM	Rate	Total
1	Mobilization	1	LS	\$1,750.00	\$1,750.00
2	Concrete Removal at Joints (Quantity Estimated)	12	EA	\$750.00	\$9,000.00
3	Protruding Conflict Removal	1	EA	\$750.00	\$750.00
TOTAL					\$11,500.00

Notes:

- Others to supply 2-inch hydrant meter for cleaning.
- Others to dewater/bypass flows. (If required)
- Others to provide reasonable access to line(s) to be rehabilitated.
- Others to provide Maintenance of Traffic beyond Cones and Road Work Ahead signs.
- Proposal does not include bonds or permit fees. Bond if required, will be invoiced at 2% of the total contract amount. Permit fees will be invoiced at cost.

Terms: NET 30 DAYS

This proposal is valid for 30 days from the date of submission

APS Representative	Tommy Robertson – CIPP Division Manager		
Signature	<u>Tommy Robertson</u>	Date	4/29/21

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Client Representative:			
Signature	<u>Vanderschuer</u>	Date	

ATLANTIC PIPE SERVICES, LLC

STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services /work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection, including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considered as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f) Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

Distance: 255.3
OBZ: Obstacle Other

Clock from: 12

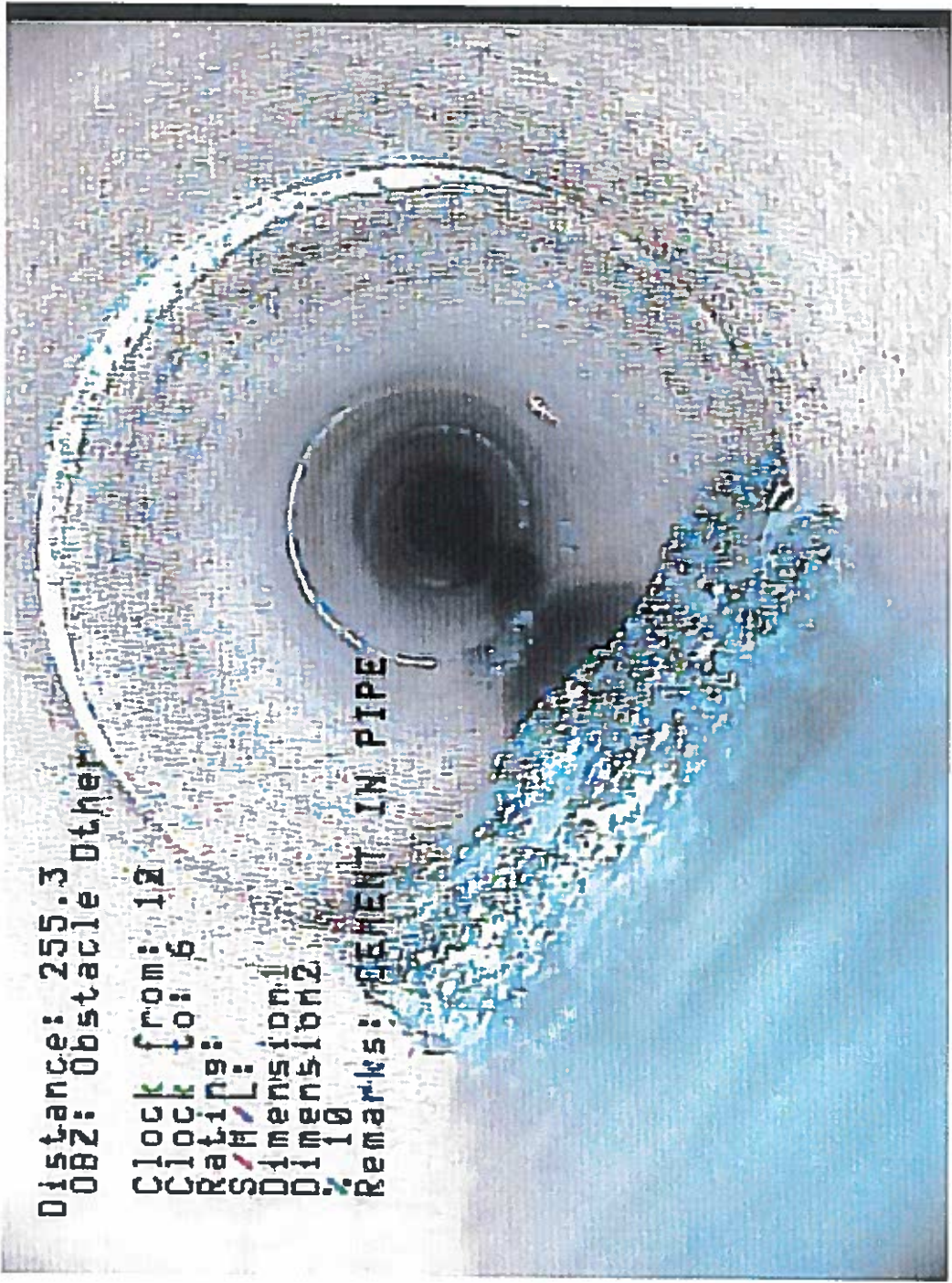
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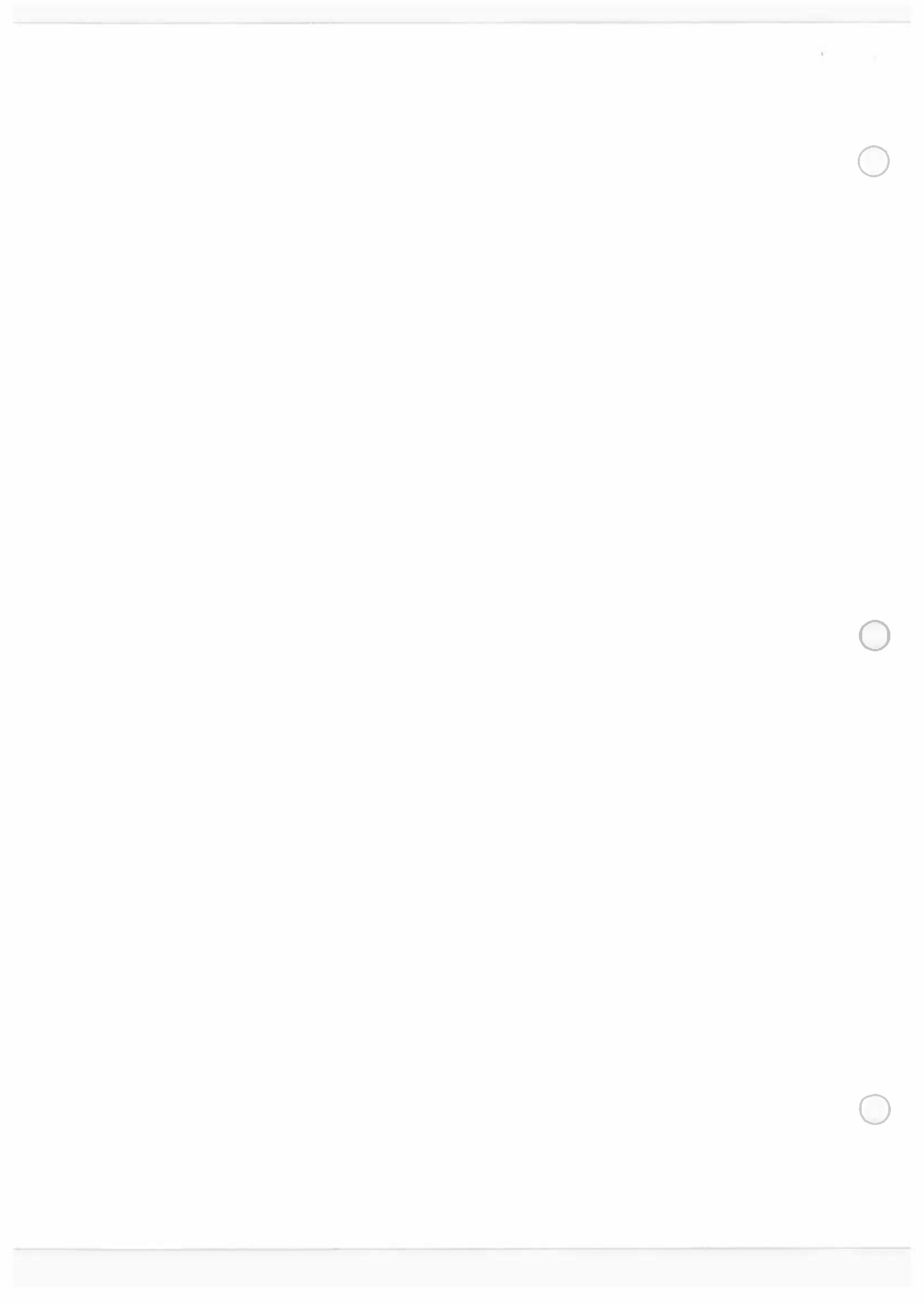
Dimension 1

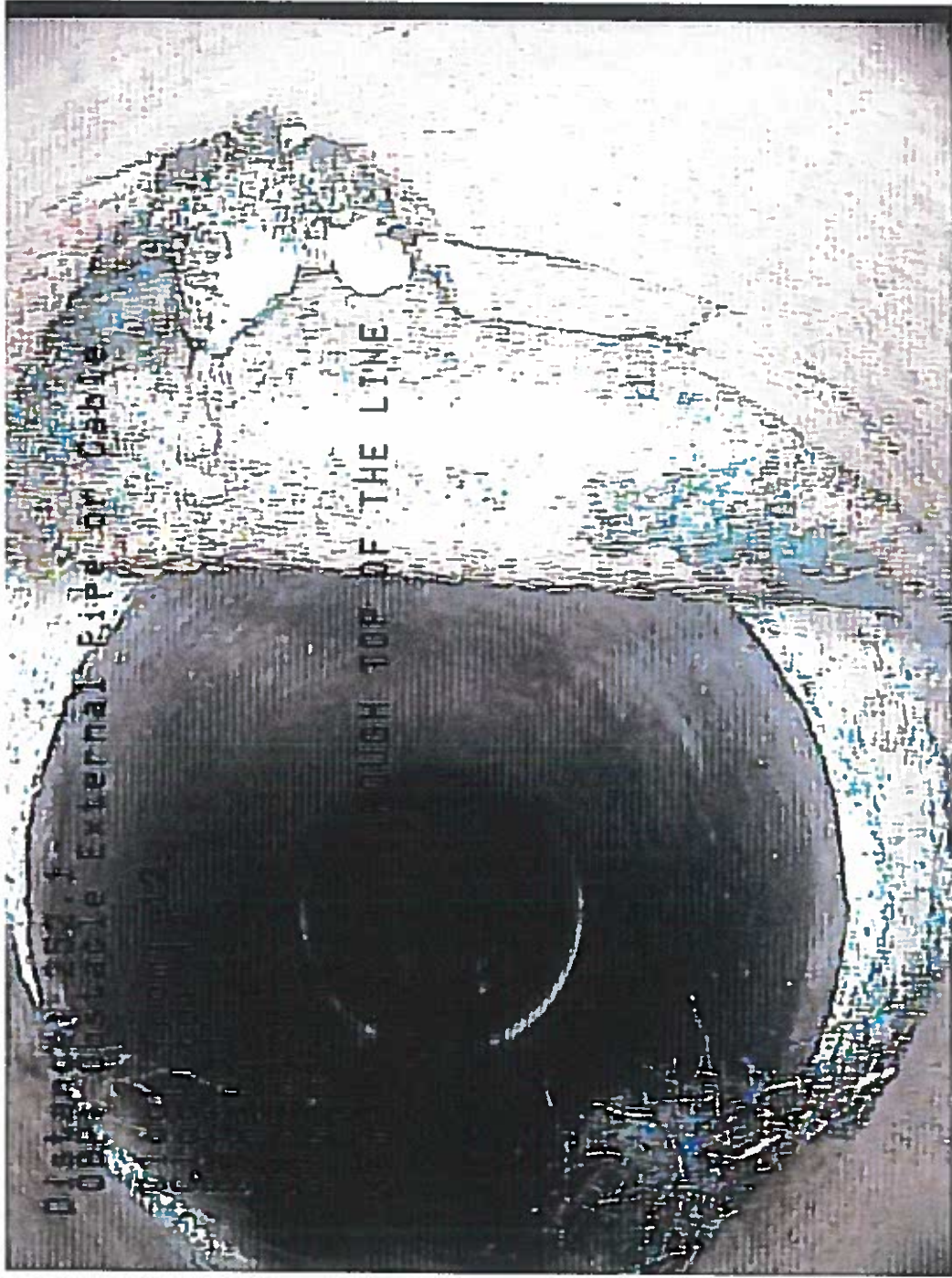
Dimension 2

10

Remarks: GEMENT IN PIPE









TOWN OF WHITE SPRINGS
"On the Bank of the Suwannee River"

2021 - 03

ORDINANCE

Vanessa George, Town Manager

Audre' J. Ruise, Town Clerk

10363 Bridge Street, White Springs, FL 32096

Ph. 386.397.2310 | Fax 386.397.1542 | www.whitesprings.org |
manager@whitespringsfl.us

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE TOWN OF WHITE SPRINGS, FLORIDA AMENDING AND RESTATING ORDINANCE NO. 16-01 RELATING TO THE USE OF GOLF CARTS ON TOWN STREETS; TO REQUIRE COMPLIANCE WITH THIS ORDINANCE AND STATE LAW; ESTABLISHING LICENSING REQUIREMENTS WITH MINIMUM AGE REQUIREMENTS FOR OPERATING GOLF CARTS WITHIN THE TOWN OF WHITE SPRINGS, FLORIDA; PROVIDING FOR CERTAIN ENFORCEMENT PROVISIONS RELATING TO THE OPERATION OF GOLF CARTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of this ordinance to permit and regulate the use of golf carts, which have passed a safety inspection, within the designated streets of the Town, during nonrestricted hours as provided herein; and

WHEREAS, the Town has determined that it is in the best interest of and for the safety of the citizens of the Town to enact this ordinance regulating the use of golf carts on Town streets.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WHITE SPRINGS, FLORIDA, THAT:

Section 1. DEFINITIONS:

1. *Designated Streets* - All streets within the Town except US Highway 41.
2. *Golf Cart* - A motor vehicle designated and manufactured for operation on a golf course for sporting or recreational purposes as defined in Section 316.003(28), Florida Statutes.
3. *Utility Vehicle* - Means a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street, or a golf cart or an all-terrain vehicle as



defined in Section 316.2074, Florida Statutes.

4. *Permit* - An official authorization designating that the Golf Cart or Utility Vehicle to which the authorization is affixed meets the requirements of state law and the Town Code.

Section 2. AUTHORIZED USES:

1. Drivers may operate Golf Carts and Utility Vehicles, which have been inspected and issued Permits by the Town of White Springs or its agents on all Designated Streets within the Town as provided herein.
2. A Permit to use a Golf Cart on a Designated Street does not permit entry onto private or semi-private property, including retail parking lots or private roads. The property owners and/or property managers may regulate access to these areas.

Section 3. PROHIBITED USES:

The operation in the Town of any Golf Cart or Utility Vehicle in the following manner or under the following conditions is prohibited:

1. By any person under the age of 16.
2. During hours between sunset and sunrise without being equipped with headlights, brake lights, turn signals, and a windshield.
3. Without a valid, current Permit issued by the White Springs Police Department and affixed to the Golf Cart or Utility Vehicle in a conspicuous location.
4. In violation of State or Town traffic regulations.
5. Anywhere on the roadway surface of US Highway 41, except to cross that thoroughfare at marked intersections or intersections regulated by a traffic signal.
6. On the sidewalk, bicycle path or swales of the Town.
7. Parking in violation of posted regulations.



8. Obstructing or interfering with normal traffic flow.
9. Carrying more passengers than those for which the Golf Cart or Utility Vehicle was designed.

Section 4. INSPECTION:

1. The Town shall inspect each Golf Cart or Utility Vehicle annually.
2. Upon submitting a completed Permit application, proof of insurance and the payment of \$30.00 annual application fee, the Town will schedule an inspection to ensure that the required equipment is installed and operating properly.
3. The application fees will be deposited into the General Operating Funds of the Town.
4. The Town shall issue a Permit to a Golf Cart or Utility Vehicle, which passes the required inspection. The Permit shall be displayed in a conspicuous location on the Golf Cart or Utility Vehicle.

Section 5. REQUIRED EQUIPMENT:

A Golf Cart or Utility Vehicle must be equipped with:

1. Efficient brakes;
2. Reliable steering apparatus;
3. Safe tires;
4. Rear view mirrors;
5. Red reflectorized warning devices, both in front and in rear;
6. Rear stop lamps meeting the minimum standards of Section 316.234 (I), Florida Statutes (required for sunset to sunrise operation); and
7. Turn signals meeting the minimum standards of Section 316.234 (2), Florida Statutes (required for sunset to sunrise operation).

Section 6. SPECIAL EVENT PERMIT:

During any festival or special event, a special permit may be issued by the Town. This permit shall be valid for no longer than five (5) calendar days. Upon submitting a completed Permit application, proof of insurance and the



payment of \$15.00 application fee, the Town will schedule an inspection to ensure that the required equipment is installed and operating properly for any Golf Carts or Utility Vehicles proposed for use at or during a festival or special event.

Section 7. TRAFFIC LAWS:

1. Operators of Golf Carts or Utility Vehicles using Designated Streets within the Town are required to observe all traffic laws as if they were operating any other motor vehicle.
2. Owners and operators of Golf Carts or Utility Vehicles shall comply with applicable State Law pertaining to insurance requirements.

Section 8. ENFORCEMENT:

The Town and the Hamilton County Sheriff's Office shall be responsible for enforcing this ordinance.

Section 9. PENALTIES:

Any person who violates any provision of the ordinance shall be issued a Uniform Traffic Citation in accordance with current Florida State Statutes.

Section 10. CONFLICTS:

All Ordinances or parts of Ordinances and all sections or parts of sections of any Ordinance or the Code of Ordinances of the Town of White Springs, Florida in conflict with this Ordinance are hereby repealed.

Section 11. SEVERABILITY:

In the event any section, paragraph, sentence or clause or portion of this Ordinance shall for any reason be held unconstitutional, invalid, or ineffective, the same shall not repeal, nullify, or in any wise affect any other section, paragraph, sentence or portion of this Ordinance. The Town Council of the Town hereby declares that it would have enacted each separate section, paragraph, sentence, clause and portion of this Ordinance irrespective of any other section, paragraph, sentence, clause and portion of this Ordinance.




Section 12. EFFECTIVE DATE:

This Ordinance shall take effect immediately upon its adoption by the Town of White Springs, Florida in accordance with the provisions of Florida Statutes.

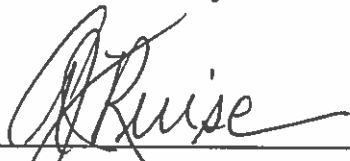
PASSED upon first reading this 13th day of April 2021.

PASSED AND DULY ADOPTED upon second and final reading during regular session this 11th day of May 2021.

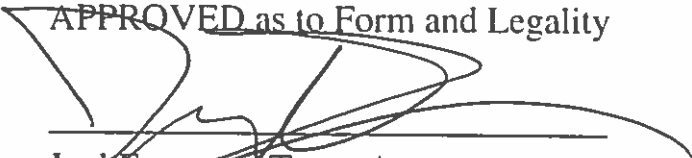
TOWN COUNCIL
TOWN OF WHITE SPRINGS, FLORIDA



ANITA RIVERS, ~~Vice~~ Mayor

ATTEST: 

Audre' J. Ruise, Town Clerk

APPROVED as to Form and Legality


Joel Foreman, Town Attorney

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

Town of White Springs, Florida
Hamilton County Sheriff's Office

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into by and between the TOWN OF WHITE SPRINGS, FLORIDA, a Florida municipal corporation (the "Town") and the HAMILTON COUNTY SHERIFF'S OFFICE ("Sheriff").

WITNESSETH

WHEREAS, Sections 166.021 and 163.01, Florida Statutes provide that two local governmental agencies may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, the Town is a municipality within the boundaries of Hamilton County, Florida, and

WHEREAS, the Town is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, the Town and Sheriff acknowledge that the Sheriff provides base level law enforcement services to the Town by virtue of the fact that residents of the Town are taxpayers of County; and

WHEREAS, the Town has requested that the Sheriff furnish enhanced law enforcement services within the Town; and

WHEREAS, the Town desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for the Town; and

WHEREAS, the Town Council has determined that the most efficient way to fulfill its desire to provide enhanced police protection in a responsible manner for the term beginning May 1, 2021, and ending September 30, 2022, unless otherwise entered as provided for herein, is to enter into this Interlocal Agreement; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned and as provided herein; and

WHEREAS, this Agreement for the provision of enhanced law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever, and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever, and the parties shall administer this Agreement to that end; and

WHEREAS, the Town Council has determined that this Agreement is in the best interests of the health, safety, and welfare of the citizens of White Springs, Florida.

NOW THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

1. RECITALS. The recitals included above form an integral part of this Agreement and are hereby incorporated herein, *in haec verba*.

2. MUNICIPAL POLICE POWERS. The Town Council vests within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, White Springs' police powers to the extent necessary or desirable to perform the enhanced law enforcement services herein during the contract period. This Agreement is not intended to abolish the White Springs Police Department, both parties recognizing that the Town retains the right to resume responsibilities to provide law enforcement services within the Town at the expiration of this Agreement. The Town similarly retains the right to control the enhanced law enforcement services but only to the extent provided under this Agreement.

3. INTERAGENCY COORDINATION. The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement activities and functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with the Town Manager. The Sheriff or Sheriff's designee will attend regular Council meetings and staff meetings when requested consistent with the Town's right to control and supervise the law enforcement services provided pursuant to this Agreement.

4. ENHANCED SERVICES. It is understood that enhanced services provided pursuant to this contract are over and above the level of services provided to unincorporated Hamilton County as paid for through County Property taxes.

5. STAFFING LEVELS.

a. The Sheriff will provide the necessary and appropriate level of enhanced law enforcement services in and for the Town by providing two (2) deputies with patrol vehicles whose time shall be divided such that at least one (1) deputy is on duty and within the Town limits from

6:00PM until 2:00AM each day. Said deputies shall be provided within the Town based on one (1) deputy at all relevant times. Sheriff will, to the extent practicable, coordinate with the Town Council in the selection of deputies to fill these shifts, and will maintain a consistent roster of the deputies and provide the roster to the City Manager upon request. Sheriff will, to the extent practicable, maintain a roster as such that the minimum average tenure for a deputy assigned to the Town City is 12 months. Deputies assigned within the Town will not patrol unincorporated areas of the County during the enhanced law enforcement hours, except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. Sheriff agrees to provide advanced notice to the City Manager or designee at any time the Town is to be without at least one deputy within the Town limits during the shifts provided under this agreement.

b. The Sheriff will meet quarterly, or more often as necessary if the need arises, with the Town Manager to review the progress of this contract, review and develop schedules and work programs to best fit the needs of the Town, and review crime statistics and trends. Sheriff agrees to provide advanced notice to the Town Manager or designee at any time there is a deviation from the aforementioned agreed upon schedule and/or work program that would result in a reduction of the number of deputies working within the Town.

c. The Sheriff will provide supervision of deputies and interactive community service to communicate law enforcement activities to Town businesses and residents. Deputies shall be authorized, and will enforce all Town regulations, ordinances, and codes to include writing Town citations. During extraordinary events, including but not limited to storm events such as hurricane/tropical storm warnings, and other occurrences of similar scope and magnitude, the Hamilton County Sheriff's Office shall provide such additional deputies and additional response as is warranted by the event according to standard law enforcement practices.

d. The Sheriff will make all basic services of the Sheriff's Office available to the Town during the term of this Agreement at the same level of service provided to the unincorporated areas of Hamilton County. These services include but are not necessarily limited to K-9, detective division, vice and narcotics unit, forensics, crime watch assistance, report writing, record retention, emergency management operations, dispatch operations, media interaction and community service programs. The Sheriff will conduct periodic speed monitoring of the Town's vehicular traffic.

e. The Sheriff will provide technical assistance to the Town in its efforts to establish new or updated codes, ordinances, and policies that would be enforced under this contract as to improve compliance and enforceability.

6. CONSIDERATION.

a. The Town shall pay to the Hamilton County Sheriff's Office, as payment in full for the enhanced services described herein and agreed to be performed by the Sheriff, the sum of

_____ and No/100 Dollars (\$_____.00.) for the term May 1, 2021 through September 30, 2021, to be paid in five (5) equal monthly installments beginning May 1, 2021, and continuing on the first day of each month thereafter and shall thereafter pay the sum of _____ and No/100 Dollars (\$_____.00.) for the term October 1, 2021 through September 30, 2022, to be paid in twelve (12) equal monthly installments beginning October 1, 2021.

b. the Town shall lease to the Sheriff all of the Town's law enforcement equipment and facilities for the price of \$1 per year, and the Sheriff shall operate the Town's leased facility as a substation and the equipment for the deputies herein provided for the better fulfilment of this agreement.

7. LAWS ENFORCED. The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within the Town, and the Town municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances. The Sheriff shall, to the extent provided for by Federal and/or State law, enforce applicable Federal and/or State law as well as County or Town Ordinances within Hamilton County.

8. FINES AND FORFEITURES.

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Hamilton County, Florida and designated for use by the Town pursuant to F.S. 943.25, Florida Statutes, shall be assigned by the Town to Sheriff for payment directly from the Clerk of the Court for Hamilton County, Florida to Sheriff. The Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of the Town. The Sheriff will request from the Clerk of Courts a report to provide to the Town Manager on a quarterly basis of the collections from this fund as they relate to the Town specifically.

b. Fines. Pursuant to Section 316.660, Florida Statutes, the Town hereby authorizes, empowers and assigns Sheriff to take such actions on behalf of the Town to obtain such funds directly from the Clerk of the Court for Hamilton County, Florida. Sheriff shall use these funds for the benefit of the Town. The Sheriff will request from the Clerk of Courts a report to provide to the Town Manager on a Quarterly basis of the collections from this fund as they relate to the Town specifically.

c. Seized Funds. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within the Town and subsequently forfeited to Sheriff shall be deposited in a special law enforcement trust fund established by Hamilton County, Florida and notification will be made to Town Manager of said funds. Such funds may be expended upon request by the Sheriff to the Hamilton County Board of County Commissioners pursuant to section 932.705, Florida

Statutes. The Sheriff will make a good faith effort to ensure that any request for expenditure of funds seized within the limits of the Town is intended to benefit the Town or, when possible, directed to fund projects identified by the Town as priorities.

d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with the Town and, to the extent allowable by law, act as the law enforcement agent on behalf of the Town in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The Town will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and the Town.

9. PERFORMANCE REPORTS AND CRIME REPORTING.

a. The Sheriff shall maintain performance reports and statistical records regarding police activity within the Town and shall provide such to the Town so that the Town may review Sheriff's performance under this Agreement. These records will include, but will not necessarily be limited to, the number and type of crimes committed, the number of arrests made for each type of crime, the number of calls for service, offense reports, alarm responses, location and nature of calls, response times, number and type of traffic citations number and type of vehicle accidents, and number and type of Town code violations. The Sheriff will present these performance reports and statistical records to the Town Council at least once per year. Records shall also be provided in a format that is readily publishable to the Town's website.

10. HIRING DECISIONS. The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all personnel performing services under this Agreement as such individuals are Sheriff's employees, provided that the Sheriff will confer with the Town to ensure there are no specific, compelling objections to the staffing of any particular deputy or deputies to provide enhanced law enforcement services under this agreement.

11. UNIFORMS AND VEHICLE MARKINGS. The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units, however, the Sheriff may place the Town insignia or seal on vehicles associated with this contract.

12. INDEMNIFICATION AND HOLD HARMLESS. The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall indemnify and hold the Town harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims, demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of the Town property or the intentional or negligent acts of the Sheriff, Sheriff's deputies and Sheriff's employees. the Town agrees to indemnify and hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions, claims,

demands, costs and expenses, of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the Town and enforced by the Sheriff or from acts or omissions attributable to the Town that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding the liability of the Town to the extent provided by Florida law. The Sheriff agrees to name the Town as an additional insured in its Risk Management Insurance Policy coverage, to the extent of services addressed by this Agreement and agrees to provide the Town a copy of same. By agreeing to the provisions of this paragraph the parties hereto do not in any way waive or limit their entitlements of sovereign immunity. Notwithstanding the foregoing, the Sheriff and Town intend to avail themselves to the benefits of Section 768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Further, the Town shall have the duty to continue to defend any actions including workers compensation, currently being threatened or litigated and shall be solely responsible for any liabilities arising from any current actions.

13. REVENUE SOURCES. The parties agree that this Agreement does not constitute a general indebtedness of the Town within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Hamilton County will ever have the right to require or compel the exercise of ad valorem taxing power of the Town or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of the Town, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the Town.

14. NOTICES. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including electronic mail or facsimile) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

TOWN OF WHITE SPRINGS:
Vanessa George, Town Manager
manager@whitespringsfl.us
White Springs, Florida
Phone: 386-397-2310
Fax: 386-397-1542

HAMILTON COUNTY SHERIFF'S OFFICE:

15. **TERM.** This Agreement shall take effect on May 1, 2021, at 12:01 a.m. and continue in effect thereafter through September 30, 2022. This Agreement shall automatically renew for additional 12-month terms, unless either party sends a notice as provided for herein to the non-terminating party of its intent to terminate, no less than 90 days and no more than 150 days prior to the expiration of the term then in effect.

16. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

17. **GOVERNING LAW.** This Agreement and all of the rights and obligations of the Parties hereto shall be governed according to the laws of the State of Florida and that jurisdiction regarding the rights and obligations of either Party under this Agreement shall be vested in the Third Judicial Circuit, in and for Hamilton County, Florida.

18. **SEVERABILITY.** If any provision of this agreement is declared void by a court of law, all other provisions shall remain in full force and effect.

19. **RECORDING OF AGREEMENT, EFFECTIVE DATE.** The Sheriff, upon execution of this agreement by all the parties, shall record this Interlocal Agreement in the Public Records of Columbia County, Florida. Pursuant to Section 163.01 (11), Florida Statutes, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Hamilton County.

IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

TOWN OF WHITE SPRINGS, FLORIDA

HAMILTON COUNTY SHERIFF'S OFFICE

, Mayor

J. Harrell Reid, Sheriff

Attest:

Approved as to Form:

Audre' Ruise, Town Clerk

, General Counsel

Approved as to Form:

Joel Foreman, Town Attorney

